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ABSTRACT

This paper reports on a study that systematically analyzes the hundreds of collective-bargaining agreements for school districts in the state of Michigan. It examines collective bargaining's impact on Michigan's public education and makes recommendations that school boards should incorporate into their union contracts to improve their ability to deliver quality education to students. Part I provides a background to collective bargaining in Michigan: its history, the laws that have shaped and are shaping it, especially Public Act 112 of 1994, and the challenges it presents to school board members, parents, taxpayers, teachers, and students. Recommendations to school boards on what to bargain and what not to bargain are also included. Part II analyzes collective-bargaining agreements, obtained using the Freedom of Information Act, from each of Michigan's 583 school districts, identifies 8 key provisions that commonly hinder the educational process, and makes recommendations on how school boards can best improve their ability to provide the best education. Part II also reviews seven court rulings on collective-bargaining agreement issues and advises school districts on how to avoid contract provisions that might expose them to costly legal and financial penalties resulting from employee lawsuits. Employees' workplace rights are also explained, while demonstrating the school district's role in protecting those rights. Appendixes include Health Care Options for School Districts, Select Data from 583 Michigan K-12 Collective Bargaining Agreements, and Michigan School Financial Data. (Contains 122 references.) (DFR)

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August 1998

A Mackinac Center Report

Collective Bargaining:
Bringing Education to the Table

La Rae G. Munk, J. D.

Analysis of 583 Michigan School Labor Contracts and Recommended Improvements to Help Teachers, Schools, and Students

EA 031157

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Analysis of 583 Michigan School Labor Contracts and Recommended Improvements to Help Teachers, Schools, and Students

by La Rae G. Munk, J. D.

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Table of Contents

Foreword 1

Executive Summary 3

Part I: The State of School Collective Bargaining

1. Introduction 5
Public and Private Sector Collective Bargaining Are Not the Same 5
Public School Collective Bargaining Must Change to Stay Relevant 6
Purpose and Methodology of this Study 6

2. The History of Collective Bargaining in Michigan Public Education 7
Michigan's Public Employment Relations Act 8
A String of Illegal Teacher Strikes 9
Public Act 112 of 1994 9

3. Fundamentals of Collective Bargaining 10
Mandatory Subjects of Bargaining 10
Permissive Subjects of Bargaining 12
Prohibited Subjects of Bargaining 13

4. Shortcomings of the Collective Bargaining Process 15
"Factory Model" Collective Bargaining Is Not Well Suited to Quality Education 16
Standard or "Pattern" Contract Language Does Not Meet the Needs of Individual Schools and Districts 17
Collective Bargaining Politicizes Local School Boards 17
Collective Bargaining Hinders School Management Decision Making 18
Collective Bargaining Inhibits Open Communication 18
Collective Bargaining Fosters Numerous Conflicting Agendas 19
Collective Bargaining and Contract Administration Are Expensive 20
Overcoming the Shortcomings of Collective Bargaining 20

Part II: Advancing the State of School Collective Bargaining

1. Improving the Language in Collective Bargaining Agreements 21
Improvement #1: Strengthen Management Rights Clauses 21
Improvement #2: Limit Exclusive Bargaining Representative Clauses 24
Improvement #3: Remove Union Security Clauses 25
Improvement #4: Limit "Just Cause" Discipline and Discharge Clauses 29
Improvement #5: Strengthen Teacher Evaluation Clauses 31
Improvement #6: Replace Seniority-Based Salary Schedules with Performance-Based Pay Scales 33
Improvement #7: Examine and Competitively Bid Health Care Benefit Options 36
Improvement #8: Eliminate Class Size Limitation Clauses 39

2. Court Decisions 40
Abood v Detroit Board of Education 40
Chicago Teachers Local 1 v Hudson 41
Lehnert v Ferris Faculty Association 41
Buzenius v NLRB 42
Air Line Pilots Association v Miller 42
Bromley v MEA/NEA, et al 42
Weaver v University of Cincinnati 43

3. Conclusion 44

Appendix I: Health Care Options for School Districts 45
Alternative Plan Concepts 45
Michigan Education Special Services Association 47
School Employers Trust, Inc. 48
Blue Cross and Blue Shield of Michigan 48
Health Maintenance Organizations 49
Third Party Administrators Other than MESSA and SET 49

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements 53

Appendix III: Michigan School Financial Data 75

Endnotes 79

Acknowledgments 83

About the Author 83

Collective Bargaining: Bringing Education to the Table

Foreword

Parents, teachers, and administrators share widespread dissatisfaction with public school education. Many place the blame for poor education on a lack of parental involvement, insufficient funds, poor teacher preparation, and so on. Few have focused on a major contributing factor to this failure: unionized teachers and collective bargaining.

The collective bargaining process both at and away from the negotiating table has a great impact on the cost of education and the ability of school boards—the elected bodies responsible for each community's K-12 education—to educate and provide support services to students.

From the 1964 inception of public sector collective bargaining to the present, local boards of education have often been ill-equipped to deal with this crucial process. Whether through a lack of understanding of finance, confusion over the nuances of contract language, or ignorance of the high-pressure strategies and tactics used by public employee unions, school board members have found themselves besieged by union demands, the consequences of which they often do not fully understand.

Teachers—except for those trained by the unions themselves—also have little understanding of the process and typically rely on union leadership for information during bargaining. Citizens who support the school system financially and whose children are educated there are often confused and, at times, misled by contract negotiation rhetoric.

As a result, local boards of education frequently agree to terms and conditions of employment that are not in the best interests of students in order to avoid criticism, achieve "labor peace," or simply "to get a contract" regardless of the long-term effect.

The potent effect of illegal teacher strikes, which school boards were unable to effectively counteract, finally compelled the legislature to enact Public Act 112 of 1994, which now assesses financial penalties for illegal strikes. There has not been a strike since.

But absence of strikes does not eliminate or even reduce the need for school boards and teachers to understand collective bargaining's effect on educational quality. This study will help them as well as parents, administrators, and other decision makers to understand and improve the collective bargaining process that impacts Michigan's public schools.

Nothing less than the education of our children is at stake.

Peter A. Patterson
Grand Rapids, Michigan

August 1998

Peter A. Patterson is an attorney with 25 years of direct collective bargaining experience with Michigan school districts.

School board members have found themselves besieged by union demands, the consequences of which they often do not fully understand. This study will help them as well as parents, administrators, and other decision makers to improve the collective bargaining process that impacts Michigan's public schools.

Collective Bargaining: Bringing Education to the Table

Analysis of 583 Michigan School Labor Contracts and Recommended Improvements to Help Teachers, Schools, and Students

by La Rae G. Munk, J. D.

Executive Summary

The words "education reform" are frequently seen and heard on the editorial pages and airwaves of Michigan's news media. Mirroring a national discontent with student performance in the public school system, Michigan citizens have begun a discussion over the issues that affect the quality of their children's education. These issues are many and complex, but one issue that is rarely mentioned or even considered in any discussion about education reform is public employee union collective bargaining.

One issue that is rarely mentioned or even considered in any discussion about education reform is public employee union collective bargaining.

This Mackinac Center for Public Policy study is the first ever to systematically analyze the hundreds of collective bargaining agreements for every school district in a state. It examines collective bargaining's impact on Michigan public education and makes recommendations that school boards should incorporate into their union contracts to improve their ability to deliver quality education to students. The recommendations help school districts

- loosen rigid work restrictions on employees so that administrators can put the right teacher with the right training in the right classroom at the right time;
- free up scarce resources from counterproductive noneducational uses so that they can be redirected toward the primary goal of boosting student achievement;
- protect the constitutional rights of all employees so that liability exposure can be limited and costly financial and legal penalties from employee lawsuits avoided; and
- maintain the trust of parents and taxpayers in the local community by providing quality education while wisely managing public resources.

Part I of this study provides a background to collective bargaining in Michigan: its history, the laws that have shaped and are shaping it—especially Public Act 112 of 1994—and the challenges it presents to school board members, parents, taxpayers, teachers, and students. Recommendations to school boards on what to bargain and what not to bargain are also included.

Part II analyzes collective bargaining agreements—obtained using the Freedom of Information Act—from each of Michigan's 583 school districts, identifies eight key provisions that commonly hinder the educational process, and makes recommendations that school boards should adopt to improve their ability to provide the best education possible to their students. The eight provisions and recommendations are as follows:

This analysis of all 583 Michigan school collective bargaining agreements identifies eight key provisions that commonly hinder the educational process, and makes recommendations that school boards should adopt.

- **Management rights clauses.** Every collective bargaining agreement should specifically detail the rights and responsibilities that remain vested in the school board. These clauses should be establish that school management is the school board's responsibility.

- **Exclusive bargaining representative clauses.** Exclusive representation means that the school district must deal solely with the recognized or certified union regarding employee wages, hours, and terms and conditions of employment. School boards should not agree to any contract language that prohibits teachers from exploring opportunities with other professional organizations, or requires union permission for them to do so.

- **Union security clauses.** Union security clauses subject school employees to mandatory union dues payments. School districts should not become union collection agents and enforcers by agreeing to the termination of employees who fail to pay dues money. Employees' constitutional right to limit dues payments should be protected. Unions should be required to earn the voluntary financial support of school employees.

- **"Just cause" discipline and discharge clauses.** "Just cause" refers to standards of conduct that an employee must breach before being disciplined or discharged. Because "just cause" proceedings are subject to elaborate legal procedures, school boards should beware of language that expands the "just cause" concept too broadly to include probationary teachers, who are still being evaluated for their competency.

- **Teacher evaluation clauses.** School officials must be able to evaluate the competency and performance of each teacher in order to judge how well he uses his skills to help students learn and achieve. School boards must ensure that teacher evaluation language serves the primary consideration of avoiding any potential harm to students from unqualified or otherwise unfit personnel remaining in the classroom.

- **Seniority-based salary schedules.** Most Michigan public school teachers are paid according to their years of experience and level of education. School boards should replace seniority-based salary schedules with performance-based pay scales that reward outstanding teachers and encourage innovation.

- **Health care benefits.** Teacher salaries and benefits take up an average of 82 percent of school district budgets. School boards should seek opportunities to competitively bid employee health benefits and channel the savings into the classroom.

- **Class size clauses.** Proposals to reduce student-to-teacher ratios are costly, needlessly restrictive, and have not been proven to significantly improve student performance. School boards should decline to negotiate class size limits.

Part II also reviews seven court rulings on collective bargaining agreement issues and advises school districts how to avoid contract provisions that may expose them to costly legal and financial penalties resulting from employee lawsuits. Employees' workplace rights are explained so school districts can understand their role in protecting those rights.

The study's appendices compare costs and benefits of various health care plans, and present contract and financial data from the survey of Michigan's 583 school districts.

Part I

The State of School Collective Bargaining

1. Introduction

No one who follows education news can ignore the spate of surveys showing that students in the United States lag behind many of their international counterparts in their understanding of basic academic subjects. This trend has led to a general disenchantment with America's public school system. In Michigan as in other states, reform of this system has become a hot topic of discussion among parents, teachers, administrators, elected officials, and other concerned citizens. These discussions take into account many issues involved in the quality of public education services, but one issue frequently neglected is the critical role that collective bargaining plays in the delivery of those services.

Every hour of every school day, collective bargaining makes a difference in a school's operations, its educational environment, and the ability of children to learn there.

Effective delivery of education services requires that school administrators be able to put the right person with the right training in the right place at the right time. A collective bargaining agreement which unreasonably restricts school administrators' ability to meet these obligations in a timely and effective manner impedes the delivery of quality education and handicaps not only administrators but also teachers themselves. Every hour of every school day, collective bargaining makes a difference in a school's operations, its educational environment, and the ability of children to learn there.

The discussion of education reform will be productive when Michigan citizens understand the impact of collective bargaining and are willing to participate as knowledgeable and informed consumers of public education services. What is negotiated at the bargaining table between representatives of school boards and teacher unions will powerfully influence the direction of public education for the foreseeable future.

Public and Private Sector Collective Bargaining Are Not the Same

Michigan law requires that all public employers, including local school boards, allow their employees to form labor unions. It further requires that public employers bargain in good faith with the unionized employees' representatives. Many view this situation as analogous to the bargaining that takes place between businesses and private sector unions, such as General Motors and the United Auto Workers. But there is a crucial difference between public sector (government) and private sector bargaining.

That difference is consumer choice. In the private sector, if a business such as a grocery store were to negotiate a union contract that specified costly and cumbersome wages and work rules that drove up the price of the store's goods, consumers could and would choose to shop at a different store with lower prices and better service. This competition forces the private sector

labor unions to either be reasonable in their demands or risk bankrupting the business and losing employment for their members.

With government, or public sector, bargaining, there are no such competitive forces. If the state of Michigan negotiated a contract with state employees that established excessive wages and inefficient and bureaucratic work rules, Michigan taxpayers would have no alternative provider of state activities. Short of moving to another state, they could not choose to drive on lower cost roads, support a less expensive prison system, or otherwise seek options in other functions of state government. Citizens are, therefore, forced to pay the price through their taxes, or else spend their days lobbying public officials for change—an expensive and time-consuming process that is difficult for most hard-working citizens.

Recent changes in Michigan law now give school boards and teachers more opportunity to effectively direct school operations with student achievement as the priority.

Unlike consumers in the private sector, taxpayers cannot easily "vote with their feet" to choose a better service provider. Public sector unions therefore experience little external pressure to moderate their demands. This is one reason why the salaries and benefits of government employees are often higher than those of employees performing comparable work in the private sector.[1]

Public School Collective Bargaining Must Change to Stay Relevant

Public education is sure to undergo many changes in the next few years, given the present discontent with student performance. The collective bargaining process will have to change simultaneously if it is to continue to play an influential role in education. William G. Keane, a Michigan public school superintendent for 23 years, recently noted that

> Collective bargaining for educators is almost certainly entering a very different era. The economic, political, and social contexts in which American public education will operate in the future are unlikely to be anything like the environment of the past 30 years. As an artifact of the present educational system, collective bargaining will have to change with the system itself or become a useless and irrelevant appendage.[2]

It is through understanding how collective bargaining works that participants in the process can ensure that the focus remains on what is best for individual teachers, administrators, and students. Recent changes in Michigan law now give school boards and teachers more opportunity to effectively direct school operations with student achievement as the priority.

Purpose and Methodology of This Study

The purpose of this study is to help parents, teachers, administrators, taxpayers, and school board members understand collective bargaining's role in Michigan public education, and to recommend teacher contract language that promotes better teacher performance, more effective management decision-making, and improved educational opportunities for students.

This study analyzes the K-12 public school collective bargaining agreements from Michigan's 583 districts, excluding the intermediate districts, and identifies eight key contract provisions that can be improved to help school districts provide a better quality education to their students. The agreements were obtained from school districts by using the Freedom of Information Act.

It is the only study ever to systematically analyze the hundreds of collective bargaining agreements of all the school districts in a state.

Districts operating under expired contracts were included in the analysis to the extent possible, using information from the last ratified agreement. Data were not available from districts currently engaged in negotiating. Text references to actual contract language typically do not identify specific schools. (The author may be contacted for a list of the contracts containing specific language cited in this study.)

Comparative data regarding the costs of these specific contract language provisions and actual costs of administering the collective bargaining agreements were obtained from school districts of various sizes.

Teacher salary schedules are also reviewed to determine the spread between the base salary and the top step. Additional review of the salary and seniority information examined the salaries for individual teachers in each district for comparison based on the teachers' years of experience, education, and pay. The economic impact of the step system is analyzed.

The collective bargaining process is often shaped by the decisions from administrative agencies and both federal and state courts. Key court cases applicable to collective bargaining, which appear to have been ignored in many contracts, are identified and discussed to inform employees, school boards, and administrators of their legal rights and responsibilities.

This study compares the costs of various fringe benefits packages available to school districts. Agreements concerning fringe benefits are a significant part of collective bargaining and, due to changes in school funding, school districts are looking for more cost containment measures.

Finally, this study was reviewed by school board members, superintendents, management and union negotiators, school attorneys, and other professionals working in the education field to ensure accuracy.

For the first hundred years of American public education, collective bargaining for teachers was nonexistent. It was not until the early 1960s that the NEA's philosophy shifted away from that of a professional organization toward that of a trade union.

2. The History of Collective Bargaining in Michigan Public Education

For the first hundred years of American public education, collective bargaining for teachers was nonexistent. Government school teachers instead enjoyed employment protection through individual state civil service laws.

During this time, many government school teachers and administrators became members of a professional organization called the National Education Association (NEA), to which the words "unionism" and "strike" were abhorrent.[3]

It was not until the early 1960s that the NEA's philosophy shifted away from that of a professional organization toward that of a trade union. Two important events occurred at that time to encourage this.

In 1961, the United Federation of Teachers (UFT), an organization modeled after the labor unions of the industrial sector, gained the power to collectively bargain for New York City teachers. In 1962, President Kennedy issued Executive Order 10988 approving unionization for federal employees, which inspired many state governments to soon do the same for state employees.

This new union philosophy was sealed when in the late 1960s and early 1970s school administrators separated from the NEA, which went on to become a full-fledged union including not just school teachers but custodial, food service, transportation, and other support staff as well.

The MEA abandoned its image as a professional educator organization in favor of the trade union model already adopted by the AFT.

The UFT secured for New York's teachers a contract reflecting the industrial labor union model: uniform pay scales and seniority rights for teachers, limited classroom hours, and required union membership and dues deductions. This model continues to be followed today by the UFT's parent union, the American Federation of Teachers (AFT) and the NEA and their affiliates in each state, including Michigan.

Michigan's Public Employment Relations Act

In 1947, the Michigan legislature passed Public Act (PA) 336, the Public Employment Relations Act (PERA),[4] which allowed state employees for the first time to organize and enter into collective bargaining agreements. Prior to PERA's enactment, recognition or bargaining with a public sector union was illegal.[5]

However, the growth of government employee unions did not really begin until after Executive Order 10988. In the mid-1960s, aggressive lobbying efforts by the NEA and AFT in Michigan resulted in the 1965 passage of PA 379, which fundamentally revised PERA.

PA 379 eliminated the penalties for public employees who went on strike.[6] Previously, government employees who violated PERA were considered to have terminated their employment.[7] Though these new amendments to PERA did not legalize strikes by government employees, they substantially weakened the ability of public employers to withstand the pressure from union-initiated work stoppages.

The newly revised PERA of 1965 served as a focal point for teacher union organizing. The NEA's Michigan affiliate, the Michigan Education Association (MEA) was officially recognized as a bargaining representative, and Michigan teachers soon became the first major state employee group to organize under the new statute.[8]

Other government employee bargaining representatives quickly moved to establish the legal privilege of bargaining exclusively for a group of public employees. The MEA abandoned its image as a professional educator organization in favor of the trade union model already adopted by the AFT.

The AFT's union image, meanwhile, caused its organizing attempts to be met with more resistance as teachers sought to maintain the professionalism long associated with teaching.[9] (This same controversy has re-emerged today as the NEA recently voted on a merger with the AFL-CIO-affiliated AFT. The proposed merger was overwhelmingly rejected by delegates from the NEA's state affiliates, including the MEA.)

Despite the controversy over image, more than three-quarters of Michigan's school districts had by 1968 either voluntarily granted recognition to a representative teacher organization or granted recognition following a representation election.[10]

A String of Illegal Teacher Strikes

Although illegal, teacher strikes and other work stoppages became more frequent as the unions sought to tilt control away from school management. In 1966, the first full year after Michigan teachers began establishing bargaining units and taking steps to organize, nine school districts experienced their first teacher strikes. By 1967, 36 school districts did not open school on time.[11]

Some districts were forced to obtain injunctions in order to open their schools, while others experienced work stoppages for extended periods of time. Still others suffered the resignation of their entire teaching staffs.[12] School boards were unprepared to confront these situations and as a result many of them bargained away their responsibilities without even realizing it.

This new adversarial relationship between district officials and teachers had an immediate effect on the resources available for education. The most striking was the doubling of annual percentage increase in teacher salaries in the first year of collective bargaining, followed by a tripling in the second year.[13]

Public Act 112 of 1994

In 1994, the Michigan legislature passed PA 112 which, among other things, amended PERA to re-establish penalties for government employee work stoppages. It also removed certain subjects from the scope of mandatory bargaining, giving school boards and administrators greater control.

School officials have hailed PA 112 as a sorely needed remedy to an unfair, union-favored bargaining system,[14] while unions challenged these new amendments to PERA in court. In 1995, the MEA and AFL-CIO moved to have the law declared an unconstitutional violation of the free speech and free association rights of it members.[15] The Michigan Supreme Court, in rejecting the unions' challenge, held that the obligation of public employers to bargain is "imposed by statute and may be limited by statute."[16]

Since the passage of PA 112, there have been no strikes by Michigan teachers. In Saginaw, which suffered six strikes between 1967 and 1990, teachers recently acknowledged that because of the economic penalties imposed under PA 112, they have stayed in the classrooms.[17]

PA 112 has a great number of new and important implications for school boards bargaining with public employee unions. These implications are discussed throughout this study.

School officials have hailed PA 112 as a sorely needed remedy to an unfair, union-favored bargaining system, while unions challenged these new amendments to PERA in court. Since the passage of PA 112, there have been no strikes by Michigan teachers.

3. Fundamentals of Collective Bargaining

To deal effectively with collective bargaining issues, school board members and other citizens should understand a few basic principles. The purpose of this section is to explain these basic principles and show how they affect the union/school district relationship.

Collective bargaining topics fall into one of three legal categories: mandatory, permissive, and prohibited. Under PERA, public employers are obligated to bargain with the employees' representative over only those subjects which are deemed mandatory, such as work-rules, seniority and promotion, and grievance procedures.

School districts are not required to bargain over every topic presented in union proposals, and there is also no requirement that compels either party to agree to a proposal or make a concession.

The collective bargaining agreements in many Michigan school districts contain language which exceeds the scope of these mandatory subjects. Nonmandatory, or "permissive," topics of bargaining may still be bargained, but the school board's only legal responsibility consists of carrying out mandated statutory obligations.

The Michigan Supreme Court explains the legal obligation, or "duty," to bargain this way:

> The primary obligation placed upon the parties in a collective bargaining setting is to meet and confer in good faith. The exact meaning of the duty to bargain in good faith has not been rigidly defined in the case law. Rather, the courts look to the overall conduct of a party to determine if it has actively engaged in the bargaining process with an open mind and a sincere desire to reach an agreement. [Citations omitted.] The law does not mandate that the parties ultimately reach agreement, nor does it dictate the substance of the terms on which the parties manifest such an attitude and conduct that will be conducive to reaching an agreement.[18]

In other words, school districts are not required to bargain over every topic presented in union proposals, and there is also no requirement that compels either party to agree to a proposal or make a concession. The obligation to bargain imposed by PERA on public employers and bargaining representatives is met when the parties bargain in good faith over the mandatory subjects defined by statute and case law.

The three legal categories of collective bargaining topics are discussed in more detail below.

Mandatory Subjects of Bargaining

Mandatory subjects of bargaining are those subjects embodied in the statutory language of "wages, hours, and other terms and conditions of employment."[19] The Michigan Supreme Court provides a list:

> Such subjects as hourly rates of pay, overtime pay, shift differentials, holiday pay, pensions, profit sharing plans, rental of company houses, grievance procedures, sick leave, work-rules, seniority and promotion, compulsory retirement age, and management rights clauses are examples of mandatory subjects of bargaining.[20]

Health care benefits are also mandatory subjects of bargaining.

Since public employees are not permitted to strike, the Court has applied a more expansive interpretation of what constitutes a mandatory bargaining subject,[21] concluding that a subject is mandatory when it has a direct effect on the employment relationship.[22]

Once a specific subject has been determined to be mandatory, the parties are required to bargain it: Neither party may unilaterally change the language or resulting conduct until an impasse is reached.[23] "Impasse" is defined by the courts and administrative agencies that oversee labor relations as a continuing effort to negotiate without a change in position. The Michigan Employment Relations Commission (MERC) decides on a case-by-case basis whether an impasse has been reached. MERC considers an "impasse" to be the point at which the positions of the parties have become so entrenched that no further bargaining would be productive.[24]

At no time is either side required to accept the other's proposal or compromise in a way that may be harmful, in either the short or long term, to the district or teachers.

At no time is either side required to accept the other's proposal or compromise in a way that may be harmful, in either the short or long term, to the district or teachers. By declaring an impasse, however, the bargaining parties do not necessarily meet the legal standard required before a particular proposal can be unilaterally implemented. The obligation to bargain continues: An impasse only suspends bargaining on the particular subject until there is a change in circumstances or in the position of one of the parties.

Sometimes the *impact* of a school board's decision is a mandatory subject of bargaining, even though the decision itself can be made unilaterally by the board.[25]

Other mandatory subjects of bargaining include the following:

- class loads;[26]
- selection of textbooks;[27]
- retirement incentive plans;[28]
- subcontracting out exclusive teacher bargaining unit work;[29]
- instructional time;[30]
- extracurricular duties;[31]
- schedule changes in preparation time and length of the school day;[32] and
- the criterion and format of teacher evaluation.[33] (Frequency of evaluations, however, need not be negotiated.)[34]

Some subjects of collective bargaining appear to be within management's unilateral control, but affect the employment relationship. The U. S. Supreme Court has developed a test to balance the interests of the parties in these instances.[35] The balancing test establishes that the obligation to bargain exists when the "benefit, for labor-management relations and the collective bargaining process, outweighs the burden placed on the conduct of the business."[36]

Though these subjects seem all-encompassing, management decisions which go to the heart of controlling the school district are not considered mandatory subjects.[37] Education policy, for example, has been determined not to be a mandatory subject of bargaining.[38]

Those subjects which are not considered mandatory may be either permissive or prohibited subjects of bargaining.

Permissive Subjects of Bargaining

Permissive subjects of bargaining are those over which bargaining is neither compelled nor prohibited. Neither party is required to agree to proposed language that is a permissive subject, and the matter cannot be pursued to the point of impasse. Although the parties may discuss permissive subjects and try to reach agreement, neither may, at any time, insist on the subject being incorporated into the contract.

Decisions which are essential to the existence of the school district or which only indirectly affect wages, hours, and employment conditions are considered permissive subjects of bargaining.[39]

Once language is contained in a collective bargaining agreement, it cannot be changed unless there is mutual agreement or the contract expires. It is much easier to keep language out of a teacher contract than to remove it later.

Examples of permissive bargaining subjects include the following:

- elimination of any programs being transferred to an intermediate school district;[40]
- issuance and return dates of teacher contracts;[41]
- recruiting standards;[42] and
- formulation of new positions.[43]

Peer review, teacher protection, and appointment of curriculum committee members are all permissive subjects of bargaining because they are only indirectly related to essential terms of employment.

Once language is contained in a collective bargaining agreement, it cannot be changed unless there is mutual agreement or the contract expires. School boards should understand that the inclusion of permissive subjects in collective bargaining agreements needlessly binds school management and may reduce or eliminate flexibility in decision-making. This flexibility is vital to management's ability to implement creative or innovative new methods and programs.

It is much easier to keep language out of a teacher contract than to remove it later; accordingly, school boards should not negotiate or include in the agreement the following:

- maximum class size;
- any issue not exclusively related to teachers;
- maintenance of school standards;
- grievances, as a general aspect of employment;
- the union's code of ethics as the standard of professional conduct; and
- any clauses that substantially restrict normal board operations.[44]

School boards must carefully weigh the consequences of refusing to bargain over some subjects presented by unions. While failure to bargain over mandatory subjects can result in unfair labor practice charges and legal fees, failure to bargain over permissive subjects can result in loss of teacher morale, union-initiated media campaigns, and pressure tactics on the local community. (Some school districts have faced such consequences when they refused to bargain over subjects that were *prohibited*.)

School boards may bargain over topics indirectly related to teacher employment, but should maintain the distinction between board policies and collective bargaining agreements.

Board policies and collective bargaining agreements cover different aspects of school operations and must be kept distinct or else the board may end up negotiating all of its policies, which is costly, inefficient, and time-consuming. Existing board policies should never be made a part of, or subject to, the contract.[45]

Similarly, school boards should not include statutory requirements in collective bargaining agreements. For example, over 200 Michigan school contracts currently list the composition of site-based management committees, which is established by statute.[46] The inclusion of such lists in the contract means that committee compositions cannot be changed during the contract period even if the authorizing statute is changed.

School boards should not include any contract language that obligates any party to abide by the U. S. and Michigan Constitutions and applicable federal and state law. Such language is superfluous because these laws automatically apply to the bargaining relationship.

Prohibited subjects of bargaining should never be included in collective bargaining agreements; unfortunately, many contracts throughout the state nevertheless contain them.

Prohibited Subjects of Bargaining

Prohibited subjects of bargaining are those subjects that, if included in a collective bargaining agreement, are unenforceable as a matter of law. For instance, a right protected under federal or state law cannot be bargained away in an agreement.[47] Though the courts and administrative agencies have rendered few decisions defining prohibited subjects of bargaining, a general guideline is that an agreement cannot contain a topic which has been determined by law to be either the sole responsibility of one party or else illegal under federal or state law.[48]

A 1980 MERC decision provides an example of the latter situation. Grand Rapids teachers faced a mandatory assessment requiring the payment of a fee to a teachers' assistance program fund. MERC determined that the fund was being used to support teachers during strikes which were illegal under PERA, and so ruled the assessment a prohibited subject.[49]

Prohibited subjects of bargaining should never be included in collective bargaining agreements; unfortunately, many contracts throughout the state nevertheless contain them. Few public employees and school officials are knowledgeable enough to recognize which clauses in a collective bargaining agreement are prohibited and unenforceable by law, and consequently, they can be easily misled. For example, MEA official Terry Cox insisted to one district that a prohibited subject of bargaining must remain in the contract, leaving readers of the agreement with the impression that those provisions were enforceable (see Exhibit 1, next page).

Exhibit 1

Michigan Education Association

14 – B/C Uniserv
616 Petoskey Street, Suite 203, Petoskey, Michigan 49770
616/347-6021 • Fax: 616/347-6818

December 5, 1995

[redacted]
Superintendent
[redacted] PUBLIC SCHOOLS
[redacted], Michigan [redacted]

Dear Steve:

This is a follow-up to our conversation of this morning. PA 112 presents a dilemma when it comes to prohibited subjects of bargaining.

Since they are prohibited it is impossible to change or delete those sections, since that would involve bargaining. And bargaining is prohibited.

I believe, however, that the Michigan Court of Appeals did shed some light on the matter. They said: the subsections "evince a legislative intent to make public school employees solely responsible for these subjects by prohibiting them from being the subjects of enforceable contract provisions . . ."

Consequently, we must leave the language in the contract since we can't bargain it out, but it will, according to the Court of Appeals, be unenforceable.

I hope that answers the Board's concerns. Sometimes laws produce bizarre results!

Sincerely,

Terry

Terry J. Cox
Uniserv Director

tjc/mms

cc: Michelle Swadling
Carolyn Whittle

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Although there are many prohibited subjects of collective bargaining, the following are prohibited under PA 112 of 1994:

- Who is or will be the policyholder of any employee group insurance benefit;
- Establishment of the starting day for the school year and the amount of pupil contact time required to receive full state aid;
- Composition of site-based decision-making bodies;
- Decisions involving intra- or interdistrict open enrollment;
- Authorization of contracts to organize and operate public school academies (charter schools);
- Decisions to contract noninstructional support services;
- Decisions involving use of experimental programs and staffing;
- Decisions involving use of technology to deliver educational programs and staffing to provide the technology, and the impact of these decisions on individual employees and bargaining units;
- Use of volunteers to provide school services; and
- Additional compensation or work assignments intended to reimburse an employee for any monetary penalty imposed under PA 112.[50]

School boards should perform a careful review of all collective bargaining agreement language to insure continuing compliance with the law and applicable court decisions. An experienced labor relations specialist or labor attorney can provide a thorough, section-by-section contract analysis.

School board members should approach the bargaining table with the same level of professional ability, determination, skill, and understanding exhibited by full-time union negotiators.

4. Shortcomings of the Collective Bargaining Process

The collective bargaining process has many characteristics that tend to produce agreements that fail to meet the needs of school districts, teachers, and their students. The purpose of this section is to provide school board members, parents, teachers, and community members with an understanding of these characteristics and how they often negatively affect the quality of a local school district's educational product.

To avoid being manipulated during the bargaining process, school board members must understand collective bargaining, know the needs of their district, be aware of what any proposed contract says, and consider the long-term effects on the district of any agreed-upon contract language. This last item is especially important, as many districts fail to consider what the consequences of negotiated language will be five or ten years down the road.

School board members should therefore approach the bargaining table with the same level of professional ability, determination, skill, and understanding exhibited by full-time union negotiators. They should also involve the public in the process, constantly communicating the facts about the negotiations to parents, taxpayers, the school employees themselves, and other citizens. "Labor peace at any price" is simply an unacceptable and short-sighted approach.[51]

The costs—administrative, educational, financial, or otherwise—of the collective bargaining process are discussed below.

"Factory Model" Collective Bargaining is Not Well Suited to Quality Education

Collective bargaining, with its roots in the industrial, mass-production sector of the economy, operates under a "factory model" of bargaining whereby unions focus on securing for their members contracts with uniform benefits, working conditions, and salaries.

The factory model, however, does not work well for individual professionals working in an educational setting. Teachers are not assembly line workers and their "product" is not mass-produced and interchangeable widgets, but individual, educated children.

Uniform treatment of employees under union contracts results in a loss of individual freedom, motivation, and productivity as the creative energy of teachers becomes diverted from the classroom toward union-related activities.

The personal and individual interests of teachers are overridden by the factory model's emphasis on the interests of the group.[52] In fact, the professional needs of the teacher are seldom properly addressed within the standard terms of a collective bargaining agreement.[53] For example, consideration of individual teacher salaries and terms of employment separate and apart from what the union negotiates is forbidden. All teachers, no matter how they perform, are instead paid on the same salary schedule.

This uniform treatment of employees results in a loss of individual freedom, motivation, and productivity as the creative energy of teachers becomes diverted from the classroom toward union-related activities.[54] Many quality teachers simply choose to leave their profession in favor of finding greater freedom to exercise their skills and abilities elsewhere.

A recent example in Saginaw highlights the factory model approach of emphasizing uniform rules and procedures over individual needs and talents. Louise Harrison, a finalist for Michigan Teacher of the Year in 1989-90 and Michigan's Creative Writing Teacher of the Year in 1992, requested a transfer to a different school within her district. The administration approved her request, but the local MEA affiliate blocked her transfer on the grounds that it violated seniority rules. Then-board member Ruth Braun noted with concern that the schools in Saginaw "can't override the union and put our best teachers in positions that are in the best interests of students."[55]

Another consequence of applying the factory model to education is the creation of an atmosphere of antagonism between school districts and employee unions. This antagonistic aspect was recently confirmed in at least one Michigan district when former Saginaw school board president Thomas S. Tilot stated, "Based on our last three negotiations, we spent a whole lot of time in adversarial negotiations."[56]

Former AFT president Albert Shanker explained the adversarial relationship between unions and employers this way:

> Union contracts represent some attempt to limit and curtail the powers of management.
>
> . . . [t]he interest of unions, as long as you have a factory model, is in seeing to it that salaries are adequate and that they are not subject to some individual administrator who can use them politically or in a discriminatory way.[57]

The industrial or factory model of collective bargaining does not serve the students of unionized teachers well, either. As Seattle, Washington Superintendent John Stanford was quoted as saying, "We lost our way when we became more interested in the employment of adults than in

the education of children."[58] Even Albert Shanker conceded that, "Once you leave the factory model and start thinking about education, student outcomes, and accountability, there are ways to improve upon the present system."[59]

Scholarly research shows that effective schools are based on flexibility and individual autonomy.[60] But collective bargaining in general, and the factory model in particular, focuses primarily on group interests and one-size-fits-all seniority, transfer, and salary schedule contract provisions, which are discussed more completely in Section 1 of Part II (page 21).

The factory model is detrimental to teachers and ultimately to the students who learn from them.

Standard or "Pattern" Contract Language Does Not Meet the Needs of Individual Schools and Districts

The nation's two largest teacher unions, the National Education Association (NEA) and the American Federation of Teachers (AFT) encourage their affiliates, including the MEA and Michigan Federation of Teachers (MFT), to use standard or "pattern" contract language in their collective bargaining agreements. Such pattern language appears in the collective bargaining agreements of all 583 Michigan school districts.

These pattern agreements, however, do not adequately meet the unique educational needs of individual schools and districts. For example, what may be an appropriate contract provision in an inner-city Detroit school may not be helpful or right for a rural district in the Upper Peninsula.

Collective Bargaining Politicizes Local School Boards

School board members must take an oath that requires them to carry out the obligations of their offices in the best interest of the public.[61] However, the collective bargaining process frequently puts them at odds with their statutory and ethical responsibilities.

Ronald Booth sums up the slings and arrows that board members must face when combining labor relations, human relations, and politics:

> [I]f unions do not get what they want at the bargaining table, board members and superintendents can find themselves in jeopardy. If the politics of impasse or strike doesn't get the superintendent fired, then sometimes it's the loss of school spirit that often follows the strike or the teachers' refusal to maintain acceptable relationships with students and parents.
>
> Even without the rigors of bargaining, superintendents can seal their own doom through neglect of faculty attitudes. . . . Today's teachers not only talk about their problems out of school, they organize campaigns to unseat board members and to remove the superintendent.
>
> That leaves school boards and superintendents on the horns of this dilemma: How do they protect the public from the unions without making themselves the sacrificial lambs?

"Even without the rigors of bargaining, superintendents can seal their own doom through neglect of faculty attitudes. . . . How do they protect the public from the unions without making themselves the sacrificial lambs?"

> Some boards have said, let's forget the public and give the unions what they want. Other boards have stood fast against the union's demands and been ousted at the next election, soon followed to the sidelines by their superintendents.
>
> Clearly, what is called 'collective bargaining' in the private sector is not necessarily the same thing in the public sector.[62]

Unions routinely recruit pro-union candidates to run for public office. They then use their considerable resources to get these candidates—who often do not reveal their union support while campaigning—elected to school boards. Former AFT member and 1993 National Teacher of the Year Tracey Bailey is a frequent critic of the unions and their political nature, calling them "special interests protecting the status quo" and pillars of "a system that too often rewards mediocrity and incompetence."[63]

Usually, the more language that is included in an agreement, the more restricted the school board and administrators are in making decisions.

Collective Bargaining Hinders School Management Decision Making

The agreements that arise from collective bargaining establish the respective rights of school management and the employee union. Usually, the more language that is included in an agreement, the more restricted the school board and administrators are in making decisions.

Too many school boards have agreed to include in collective bargaining agreements subjects that hamper their ability to make timely and crucial decisions that affect the delivery of educational services. The end result is that administrators and teachers both become bound by a rigid and cumbersome set of work rules and procedures.

Needlessly complex union and legal requirements have led to an ineffective and time-consuming accountability process for many districts. The burdensome contractual requirements for the evaluation, discipline, and discharge of employees have frequently lead administrators and school boards to determine that the cost of maintaining high standards of employee professionalism is just too high, leaving ineffective or even incompetent teachers in the classroom.

Toward the end of his life, Albert Shanker recognized that accountability is essential to providing quality education:

> The key is that unless there is accountability, we will never get the right system. As long as there are no consequences if kids or adults don't perform, as long as the discussion is not about education and student outcomes, then we're playing a game as to who has the power.[64]

Collective Bargaining Inhibits Open Communication

The adversarial and political nature of the collective bargaining process frequently distorts or stifles communication among key groups in a school district. School board members and administrators, fearful of being charged by the union with unfair labor practices, are often wary of speaking openly and directly with teachers. Taxpayers and members of the community are frequently unaware of, or misinformed about, what is negotiated between their elected school boards and the teacher unions.

For example, unions (and sometimes district negotiators) often make a concerted effort to communicate only the general employee salary increases and not the total bargained increase in compensation. Consequently, Michigan citizens tend not to have a clear understanding of the true employee compensation costs for their districts, which typically range between 80 and 90 percent of a school district's budget.[65]

This lack of communication has led analysts to argue that collective bargaining has resulted in too much of the public interest being given away or ignored.[66]

More public and parental involvement in the bargaining process is key to ensuring that schools continue to deliver a high quality education. But while the state of Michigan does permit bargaining to take place publicly, few districts open their negotiations to the entire community. Many other states are now *requiring* collective bargaining to be done in public. William Keane notes that

> The public may tolerate being left out of the process when things are working smoothly. When trouble results, they will be heard. So-called sunshine laws in Florida and other locations, which require that collective bargaining be carried out in public, are on the books because the public interest can be ignored only so long.[67]

Sometimes the superintendent and union negotiator exceed their authority during negotiations or give too little time for the board to properly review the terms they have negotiated.

Collective Bargaining Fosters Numerous Conflicting Agendas

The collective bargaining process involves more than just the interests of school board members and teachers. Many special interests are often represented at the table, each with its own agenda and goals it wants to accomplish. The goals of these various interests are seldom the same.

The agendas on the union side, for example, may include the national union affiliate's agenda (NEA or AFT), the state union affiliate's agenda (MEA or MFT), the local union representative's agenda, the local bargaining unit agenda, and the bargaining team agenda. The school district, on the other hand, has the school board's agenda, the superintendent's agenda, and the administration's agenda to consider.

The presence of so many different agendas often leads to miscommunication and miscalculation. For example, some school boards hold the superintendent responsible for negotiations, but his agenda may not match the board's and, as a result, he may attempt to "buy labor peace" by agreeing to a contract which may not be in the best interest of the public or the students. Sometimes the superintendent and union negotiator exceed their authority during negotiations or give too little time for the board to properly review the terms they have negotiated. These are common ways that a school board finds itself stuck with a contract it did not necessarily agree to or want.

Teachers in some districts have attempted to alleviate these problems by separating from their state and national affiliate parent unions in favor of bargaining for themselves. These locally organized teacher unions have determined that collective bargaining fails when there is an imbalance of power at the negotiating table because one side, the union, is professionally trained while the other, the school board, is composed of community lay people. As the president of Frankenmuth's local teacher union has said, "Being independent allows us to be reasonable with people in the community who have as much at stake as we do."[68]

Collective Bargaining and Contract Administration Are Expensive

Every school district pays a high price for collective bargaining.

Financially, the highest cost associated with collective bargaining is in employee compensation packages. In 1997, the Michigan Association of School Boards reported that statewide salary increases for education employees equaled 2.6 percent. However, this figure does not take into account the total compensation figure, which should include items such as fringe benefits, paid leave, additional duty pay, step increases, and "longevity" (see Section 1 of Part II for a discussion of the structure of teacher salaries). With these factors included, the actual average increase in teacher salaries and benefits exceeded 8.5 percent.

Every school district pays a high price for collective bargaining.

Another cost of collective bargaining comes from the time spent negotiating. For districts where the superintendent is expected to be part of the negotiating team, the time spent in preparation and bargaining adds as much as 80 to 100 additional hours to his workload every contract period, not counting the additional overtime for any secretarial, support, and administrative personnel. Districts that hire professional negotiators on either an hourly or per session fee basis pay between $5,000 and $15,000 for each contract period.

Even the physical contract document imposes small but significant costs on schools, unions, or both. The cost prepare, print, and distribute negotiated collective bargaining agreements to school officials and employees averages about $600 per contract period, and some districts with fewer than 200 teachers have reported costs in excess of $2,000. Some districts also have additional expenses associated with keeping the community at large informed about the negotiations and their outcome.

Still other districts have incurred expenses arising from efforts to make the process less emotionally draining and adversarial. The Saginaw school district and its teacher union report that they pay $2,000 per day plus expenses for a labor relations attorney to guide them through a "collaborative bargaining" approach to their 1998 labor negotiations.[69]

There are certain unavoidable costs to administering contracts when numerous parties are involved; however, taxpayer funds allocated for educational goals have too often been diverted to pay for negotiations, general contract administration, and the consequences of poorly bargained language. School officials who carefully prepare for collective bargaining and negotiate wisely can not only reserve these resources for their intended purposes, but also maintain the trust of the parents, taxpayers, and students in their community.

Overcoming the Shortcomings of Collective Bargaining

The shortcomings inherent in the collective bargaining process help explain why there is much room for improvement in Michigan school district collective bargaining agreements. Part II of this study provides an analysis of those agreements and recommendations for improving the ability of public schools to provide quality education by making positive changes to the language contained in them.

PART II

Advancing the State of School Collective Bargaining

1. Improving the Language in Collective Bargaining Agreements

This section focuses on eight key areas that present the greatest opportunity to significantly improve the agreements and thereby improve educational quality.

Every word in a collective bargaining agreement is critical. Each negotiated clause and phrase can have a tremendous impact on a school district's operations, the morale of its employees, and ultimately, the education of the children entrusted to it. Because arbitrators must interpret a contract based primarily on its language, every district's negotiating team should prepare by thoroughly reviewing all contract language to determine current applicability.

This analysis is based on a review of the collective bargaining agreements from each of Michigan's 583 public school districts. Although there exist a great number of identified problems, this section focuses on eight key areas that present the greatest opportunity to significantly improve the agreements and thereby improve educational quality. Each of these eight areas is discussed in detail below, along with recommendations for strengthening, removing, or otherwise improving contract language.

Improvement #1: Strengthen Management Rights Clauses

Every collective bargaining agreement should specifically detail the rights and responsibilities that remain vested in the school board. As elected officials, school board members form the only public body with the legitimate responsibility and authority to operate a school district; neither teachers nor unions have been granted authority by the electorate to undertake this responsibility.

School board members are held accountable by parents, taxpayers, and community members for the operation of their schools. Efficient operation requires that school boards never relinquish their ability to make decisions in the management of the district for which they are responsible.

ANALYSIS

The management rights contract language, or "rights of the board of education," is the contract provision that establishes school board control over the operation of the school district. The Michigan legislature has provided the framework for management rights by statute:

> A public school employer has the responsibility, authority, and right to manage and direct on behalf of the public the operations and activities of the public schools under its control.[70]

The contracts reviewed by this study show that many school boards do not fully understand how their control can be relinquished by poor wording of the very terms meant to define their right to exercise control.

A school district may exercise only those management rights that are explicitly established in the collective bargaining agreement.[71] Arbitrators may determine that any action a school district takes outside of the rights clearly defined in the collective bargaining agreement constitutes a unilateral change in employment conditions. They may also interpret imprecise language, such as that found in the following examples, as providing inadequate notice to the union of the specific rights reserved by the board.

The contracts reviewed by this study show that many school boards do not fully understand how their control can be relinquished by poor wording of the very terms meant to define their right to exercise control.

Here is an example of a poorly worded but standard management rights clause found in a great number of Michigan school districts' bargaining agreements:

> The Association [union] recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and to supervise the teachers are solely and exclusively vested in the Board.

The broad wording of this management rights provision fails to protect the role and responsibility of the school board and allows the union to define the school board's rights in the agreement. Management rights clauses should instead be written from the perspective that the school board is responsible for school management except as specifically limited by the agreement.

A second example of overly broad language is that which mirrors only the statutory framework:

> The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

Some districts have attempted to protect their employees' individual rights within the framework of a group agreement by modifying their authority with the following phrase:

> The Board of Education in this contract does not seek in any way to deny or restrict any employee's rights established under the Michigan General School Laws or any other laws or regulations which apply.[72]

This clause could well lead an arbitrator to determine that a disputed management decision places an unwarranted restriction on the individual rights of a teacher protected by this language, even though the decision itself is properly within the purview of management.

The wording of a management rights clause can also restrict the very rights it is intending to define, as in this example:

> The Association recognizes and agrees that the School District has the exclusive right to govern all aspects of operating the School District, including the right to discipline for just cause and to direct its entire work force at all times.

Here, the wording may bind the school district to the lengthy "just cause" proceedings (discussed below) for the discipline or discharge of all probationary employees as well as tenured teachers. Arbitrators may apply this interpretation even when a separate section of the contract states that termination or failure to re-employ a probationary employee is not subject to the grievance procedure. This language can still result in lengthy grievance proceedings and defeat the purpose and intent of probation for new employees.

A school district's best defense against union charges of unfair labor practices is to clearly state management's rights in the collective bargaining agreement.

RECOMMENDATION

School districts should adopt strong management rights clauses that explicitly designate the specific rights reserved to the school board, administrators, and management.

A school district's best defense against union charges of unfair labor practices is to clearly state management's rights in the collective bargaining agreement. Ambiguous wording may invite courts and administrative agencies to find that the school administration has waived its right to make unilateral decisions over a subject in dispute.[73] Where the management rights provisions or other express terms of the contract explicitly state the employer's right to take a disputed action, the Michigan Employment Relations Commission has ruled that the union waives its right to bargain the matter.[74]

Following is an example of a strong management rights clause that provides clear notice of the rights retained by the school board. This clause should be placed at the beginning of the agreement so that the contract flows naturally from the express rights laid out in the clause.

> A. Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools that reflect its public's wishes. The intent of the Agreement is to establish wages, working hours, and conditions of employment with the Association.
>
> B. Therefore, the Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitutions of the State of Michigan and the United States including, but without limiting the generality of the foregoing, the right
>
> 1. To the executive management and administrative control of the school system and its properties and facilities;
>
> 2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To determine overall goals and objectives as well as the policies affecting the educational program;

5. To select textbooks, teaching materials, and teaching aids;

6. To determine class schedules, class size, the hours of instruction, and the assignment of teachers with respect thereto;

7. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;

8. To adopt reasonable rules and regulations;

9. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;

10. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;

11. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and

12. To direct the working forces, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.

C. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.[75]

Improvement #2: Limit Exclusive Bargaining Representative Clauses

Exclusive representation means that the management must deal solely with the recognized or certified union regarding employee wages, hours, and terms and conditions of employment.[76]

ANALYSIS

When a public employer recognizes a collective bargaining representative as the agent representing the employees in a defined bargaining unit, PERA grants exclusive recognition to that agent to act for those employees in issues involving wages, hours, and terms and conditions

of employment. In addition to including such recognition, more than 500 contracts contain a separate provision by which the school board agrees not to negotiate with any other teacher organization.

In other words, if a school board wished to contract with a math, science, or professional teacher organization for the purposes of professional development for its staff members (a term of employment), it would first require the union's permission.

RECOMMENDATION

School boards should remove exclusive bargaining representative clauses that require union permission before employees can explore opportunities with other professional organizations.

Improvement #3: Remove Union Security Clauses

Many school board members and other citizens mistakenly believe that union membership is required for all teachers working under a collective bargaining agreement. The truth is that there is no statute that requires teachers to either become union members or pay union dues in the absence of a contractual agreement between a school district and union called the "union security clause."

Many school board members and other citizens mistakenly believe that union membership is required for all teachers working under a collective bargaining agreement.

The union security clause, if included in a collective bargaining agreement, is what forces school employees to pay union dues. School boards who agree to such a clause become union financial enforcers, often by agreeing to fire any employee who fails to pay dues money. This arrangement allows the two major teacher unions, the NEA/MEA and the AFT/MFT, to take over $800 million per year from the country's teachers without their voluntary consent.[77]

ANALYSIS

Union security clauses undermine union accountability by forcing teachers to financially support the union whether it has earned their support or not. Employees working under a collective bargaining agreement with a union security clause fit into one of two categories: full union members or "agency fee payers." Agency fee payers are those employees who decline to join the union but are required to pay a "service fee" (or "agency shop fee") to the union for the costs of collective bargaining representation services.

The statute governing union security agreements expressly affirms that dues or service fee payment is not a mandatory condition of employment, but it does not preclude school boards from negotiating a dues or service fee provision if they choose.[78] In practice, most school districts require their employees to pay dues or a service fee and provide that the money be involuntarily deducted from the paycheck of any employee who fails to pay.

Dues and service fees in most districts presently average two percent of the negotiated base minimum of each teacher's salary: A teacher with a $30,000 base salary must therefore pay $600 annually in local, state, and national union affiliate dues.

Compulsory unionism for public school employees brought about by union security clauses has had profoundly negative effects on school districts. It has lowered teacher morale and professionalism[79] which in turn has hurt student achievement in the classroom. A 1996 study conducted by Harvard professor Caroline Hoxby found that, "Teachers unions increase school inputs but reduce productivity sufficiently to have a negative overall effect on student performance." [80] Hoxby also discovered that in addition to having lower student achievement, unionized districts also suffer from higher student dropout rates.[81]

Compulsory unionism for public school employees brought about by union security clauses has had profoundly negative effects on school districts.

Currently, every teacher contract in Michigan includes a union security clause whereby the school district agrees to act as the collection agent for union dues. Most districts additionally act as union recordkeepers by transmitting payments to the local union and often separately to state and national affiliates.[82] Standard language in over 500 current contracts further provides that

> In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize deduction of the representation benefit fee.... The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

In other words, even if involuntary dues deduction is prohibited by a change in law after the contract is bargained, the school board still agrees to fire any employees failing to pay union dues.

However, dues-paying teachers have constitutionally protected rights to

- pay only those costs directly attributable to collective bargaining and negotiations which provide a direct benefit to them; [83]
- object to the amount of agency shop or service fee required; and
- have that amount reviewed by an impartial decision maker. [84]

School districts have an independent responsibility to inform their employees about their rights, but a significant number of current contracts do not mention these rights. More than twenty collective bargaining agreements do not even inform teachers of their right to refrain from becoming full dues-paying union members by choosing instead to pay only an agency shop or service fee.

With few exceptions, those contracts that do advise teachers of the right to object limit teachers' means of protecting those rights. Over 150 collective bargaining agreements contain a standard notification clause as follows:

> Pursuant to *Chicago Teachers' Union v Hudson*, 106 S. Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures—Administrative Procedures." Those administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the

application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

This notification clause requires agency fee payers with dues disputes to exhaust internal union-controlled procedures—procedures established by the very union they are opposing—before the matter can be heard in other administrative or judicial forums. Only a small number of the collective bargaining agreements reviewed even provide the terms of the "Policy Regarding Objections to Political-Ideological Expenditures."

The May 1998 U. S. Supreme Court decision, *Air Line Pilots Association v Miller*,[85] has established that nonunion agency fee payers have the right to settle their dues disputes in the forum of their choosing, regardless of whether or not they have exhausted the internal union-controlled procedures. The Court held that when a union attempts to bind an agency fee payer to a dispute procedure not of his choosing, it frustrates his ability to exercise his constitutional rights and he is therefore free to pursue an impartial decision maker.

The *Miller* case may have legal implications concerning the validity of teacher contracts that compel exhaustion of a union-controlled dues dispute process. Please see Section 2 on page 42 for a discussion of the *Miller* decision.

Some current collective bargaining agreements mandate that the amount of the service fee paid by agency fee payers be the same as full membership dues. This is in direct violation of U. S. Supreme Court decisions which provide that objecting employees can be forced to pay only those charges directly attributable to collective bargaining.

Unions often negotiate contract provisions that require new (probationary) employees to immediately apply for full union membership—usually within thirty days of their start date—despite the fact that probationary employees receive only limited representation protection. The agreement in at least one district requires this application to be made within the first week of employment. No contracts, however, specify that the application is required at the time the employee ceases to be on probation.

Unions also frequently specify narrow time periods during which employees may resign their membership in favor of becoming agency shop or service fee payers. Unions may also limit the times when they will accept payment of service fees. If an employee were to challenge these practices in court, they would likely be ruled unconstitutional.

Almost every collective bargaining agreement stipulates that dues will be automatically deducted from employees' paychecks from year to year, while those who object to this deduction must renew their objection annually. These provisions have the effect of limiting the number of objectors by making the act of objecting more burdensome.

Although PA 117 of 1994 requires unions to obtain annual consent from individual employees for the deduction of political action committee contributions, unions are unwilling to allow members that same latitude of choice over the dues themselves. Teachers must expressly agree each year to every other payroll deduction, but they are denied that right when it comes to union dues. Conversely, employees must annually notify the union in writing when they wish to be agency shop or service fee payers.

Unions also frequently specify narrow time periods during which employees may resign their membership. If an employee were to challenge this practice in court, it would likely be ruled unconstitutional.

RECOMMENDATIONS

1. School boards should negotiate union security clauses out of their collective bargaining agreements.

The coercive and unfair nature of such clauses negatively affects school employees' morale, productivity, and professionalism and, ultimately, student achievement. Eliminating them would ameliorate these problems and return more money to the paychecks of hardworking teachers. Unions that excel in representing their members will have no difficulty attracting and keeping the voluntary support of those members.

Members of unaffiliated independent teacher unions pay dues as low as $40 per year while enjoying the same rates of pay and benefits as those who are required to support state and national affiliates through higher fees.

Teachers themselves should explore all their options for representation. Members of unaffiliated independent teacher unions pay dues as low as $40 per year while enjoying the same rates of pay and benefits as those who are required to support state and national affiliates through higher fees. These independent teacher unions typically have the resources to provide the same membership services as the affiliated unions, including liability, legal representation, and professional negotiating.

2. If the school board chooses not to eliminate the union security clause, it should change the agreement to reflect the board's refusal to serve as union collection agent and recordkeeper.

The school funds spent on these functions could be better directed toward education. Districts themselves can also be held liable under the *Weaver v University of Cincinnati* court decision (discussed in further detail in Section 2 below) for the amount of any dues illegally collected from employees. Some districts' contracts wisely provide that the school board will not be a party to whatever collection action the union may pursue to collect either dues or service fees.[86]

School boards should uphold the rights of employees and protect themselves from liability by inserting language that protects from termination teachers who fail to pay union fees. Language that accomplishes this is found in a few existing agreements and specifies that "the payment of the service fee is a condition of employment: provided, that the non-payment of the service fee shall not cause the discharge of any teacher."[87]

3. If the school board chooses not to eliminate the union security clause, it should ensure that any negotiated contract language affords the maximum constitutional protections to agency fee payers, including not binding them to an unfair, union-dominated dues dispute procedure.

Agency fee payers (nonunion employees) who object to the amount of the service fee they are compelled to pay are entitled to have their objections heard before an impartial decision maker. School boards should protect the rights of agency fee payers by inserting language into the appropriate area of the union security clause as follows:

> Pursuant to *Chicago Teachers' Union v Hudson*, 106 S. Ct. 1066 (1986), public employees who object to the payment of union dues have a right to pay for only direct collective bargaining costs through the payment of an agency or service fee. Objecting fee payers have the right to have their objections heard by an impartial decision maker and to have their fees held in escrow until such dispute is resolved.

The *Hudson* decision is discussed in Section 2 on page 41.

4. If the school board chooses not to eliminate the union security clause, it should avoid bargaining contract provisions that needlessly limit or restrict employees' freedom to resign from the union.

Provisions that restrict employee resignation from the union to a limited time period, such as one month out of the year, are constitutionally suspect and susceptible to legal challenge. The MEA represents to its membership that withdrawal of membership and designation for payment of the agency fee can only occur during a narrow window period annually each August. This restriction has not been found to be constitutionally valid.

5. If the school board chooses not to eliminate the union security clause, it should avoid negotiating any language that requires the service fee paid by objecting nonunion employees to be the same as the amount of full union dues.

Such requirements are in direct violation of U. S. Supreme Court decisions that hold that agency fee payers who object can be compelled to pay only those charges directly attributable to collective bargaining representation.

Improvement #4: Limit "Just Cause" Discipline and Discharge Clauses

"Just cause" refers to contractually established standards of conduct that an employee must breach before he can be disciplined or discharged. Due process is the legal procedure instituted when an employer wishes to discipline or discharge an employee who has breached the "just cause" standard.

"Just cause" is distinct from an "at will" employment arrangement. "At will" means either party may terminate the employment relationship at any time for any reason. The "just cause" standard, on the other hand, is typically applied to employees who have a property interest in the employment relationship. Teachers who have received tenure status, for example, enjoy property rights in their employment relationships.

Many school boards seem not to understand the implications of the "just cause" standard, as evidenced by the number of contracts that extend this standard to all employees in the bargaining unit—including probationary teachers who are still being evaluated for their competence. After all, it sounds reasonable that no employee should be disciplined or discharged unless there was both justice and cause. However, the "just cause" legal standard is not that simple.

Analysis

The "just cause" standard and the resulting due process proceeding for employee discipline or discharge is a burdensome and time-consuming process for districts that wish to remove ineffective, unproductive, or even criminal teachers from the classroom.

The "just cause" standard and the resulting due process proceeding for employee discipline or discharge is a burdensome and time-consuming process for districts that wish to remove ineffective, unproductive, or even criminal teachers from the classroom.

Under this standard, a school board can face increased and unplanned expenses in processing employee discipline and discharge matters, including substantial liability for teacher re-instatement or back pay in the event of an unfavorable arbitration or tenure ruling.

Unions do have a legal obligation to represent their members when discipline or discharge is unwarranted or in violation of the collective bargaining agreement. However, the "just cause" standard has sometimes been stretched to include situations that make a travesty of procedural protections intended to guard good teachers from arbitrary and capricious decisions.

One of the most outrageous examples took thirteen years of litigation and cost the Ann Arbor Public Schools district in excess of $350,000 in attorney fees and back pay for an ex-teacher who was imprisoned in Jackson for murder.[88]

One employee discharge case took thirteen years of litigation and cost the Ann Arbor Public Schools district in excess of $350,000 in attorney fees and back pay for an ex-teacher who was imprisoned in Jackson for murder.

An employer must be able to answer "yes" to all seven of the following questions in an arbitration hearing to successfully sustain a "just cause" discipline or discharge decision:

- Did the employer forewarn the employee of possible disciplinary consequences of conduct?
- Was the rule or directive involved reasonably related to the orderly, efficient operation of the business?
- Before administering discipline, did the employer properly investigate to determine that the employee did violate or disobey the rule or directive?
- Was the employer's investigation done in a fair and impartial manner?
- Through the investigation, did the employer obtain enough evidence to prove the employee was, in fact, in violation of the rule or directive?
- Was the rule, directive, and penalty applied fairly and without discrimination?
- Was the discipline applied reasonably related to the gravity of the offense and was the amount of discipline reasonable given the employee's overall record?[89]

Some arbitrators have held that the standard of progressive discipline does not apply to certain offenses: alcohol on the job, theft, lying, cheating, and violations of criminal statutes reasonably related to the performance of the employer's business operation. Any off-duty misconduct must also be reasonably related to the employer's business purpose.

School officials are often suspicious of the extent to which a union will pursue a matter and, as a result, may fail to discipline or discharge poor or disorderly teachers until well after their conduct has deteriorated seriously. School officials who fear legal action from unions may choose to retain teachers who are not effective or productive in educating students. They may also give large severance settlements instead of discharges to poorly performing teachers or supply good recommendations for poor teachers seeking employment at another school.

The collective bargaining agreements in many districts extend the "just cause" discipline and discharge standard to cover probationary teachers, even though school boards are legally obligated to provide "just cause" only to tenured teachers.

RECOMMENDATIONS

1. School boards should limit the "just cause" standard to include only tenured teachers and provide a less rigid standard for probationary teachers, who are still being evaluated for their competence.

School boards should carefully review their collective bargaining agreements for any language that makes a "just cause" standard applicable to probationary teachers, and instead specify an annual employment arrangement for them with the following language:

> Probationary employees are employed on an annual contract basis, renewable on an "at will" basis, during their probationary period of employment and may be disciplined during that period for any reason as determined appropriate by the school board.

School boards are legally obligated to provide "just cause" employment only to tenured teachers.

2. School districts should update their collective bargaining agreements to reflect changes in the law regarding the length of teachers' "probationary" status.

In 1994, the Michigan Teacher Tenure Act was amended to establish a four-year probationary period for teachers before they could gain tenure. There are still more than 200 collective bargaining agreements that contain the pre-1994 provisions of a two-year probationary period with a possible extension for a third year.

School boards should modify their agreements to reflect present law, and take advantage of the longer probationary period to thoroughly evaluate teachers before allowing them tenure and a "just cause" standard of discipline and discharge.

3. School boards and administrators should carefully follow the established seven-point test when building a case for the "just cause" discipline or discharge of a tenured teacher.

Arbitrators are unlikely to uphold the discipline or discharge of an employee if the school district does not properly follow and document the steps showing "just cause." School boards and administrators who adhere to the requirements for "just cause" will avoid unnecessarily costly and unfavorable arbitration rulings.

Improvement #5: Strengthen Teacher Evaluation Clauses

School boards and administrators are responsible for the education of children. This obligation is inconsistent with protecting the employment of poorly performing or behaving teachers. Accordingly, school districts must take steps to ensure that the process of teacher evaluation serves the primary consideration of delivering quality education to students while avoiding any potential harm that may result from unqualified or otherwise unfit personnel remaining in the classroom.

The teacher evaluation plays an important part in a school's ability to effectively educate its students. School officials must be able to evaluate the competency and performance of each teacher in order to judge how well he uses his skills to help students learn and achieve.

Because each evaluation is part of a continuum that builds over time, a proper teacher evaluation must go beyond the mere "performance" of an instructor standing in a classroom lecturing and address a teacher's overall ability to establish and maintain a positive learning environment for students. School boards and administrators must keep this focus in mind as they bargain contract language that affects these evaluations.

Collective bargaining agreements in Michigan, with few exceptions, place more restrictions on school administrators' rights to evaluate their teachers than do any statutory requirements.

ANALYSIS

NEA President Bob Chase recently acknowledged that, "the heart of education is this: the daily engagement between teacher and pupil, and the commitment that both parties bring to the task."[90] Yet unions such as the MEA often demand uniformity in the teacher evaluation process—a cookie-cutter approach that ignores the differences in goals, objectives, standards, and style between elementary and secondary teaching.

Collective bargaining agreements in Michigan, with few exceptions, place more restrictions on school administrators' rights to evaluate their teachers than do any statutory requirements. For example, the way a school conducts an evaluation today may affect how that evaluation can be used in future decision making. If an evaluator fails to immediately identify and address a teacher's known problems or deficiencies during the course of an evaluation, then that evaluator may be prevented by contract from bringing up these problems or deficiencies during future evaluations or discipline proceedings.

Problems arise when teacher evaluators, for whatever reason, choose not to honestly confront poorly performing teachers during the evaluation process. For example, a school official may sometimes be tempted to rate an unsatisfactory teacher as satisfactory because the official believes that poor teacher evaluations reflect negatively on his own job performance. He may also fear that giving an unsatisfactory review to a teacher with problems may only compound those problems.

Awarding a satisfactory rating to unsatisfactory teacher conduct or performance may, however, result in worse problems down the road. Administrators who later want to address that particular conduct may find themselves prevented from doing so by the pattern of past evaluations or the terms of the bargaining agreement.

Some collective bargaining agreements allow for grievances regarding the content of teacher evaluations. Such provisions expose districts and administrators to costly and time-consuming arbitration proceedings. One principal in Manhattan, New York

> . . . has spent close to 100 hours out of the [school] building over the past two years in grievance sessions at the district office, at the Board of Education, and at arbitration sessions. Although every one of [the principal's] negative evaluations has eventually been upheld, he still must go through the process for another year before this one employee might have to face formal disciplinary charges—a process that can take several more years.[91]

RECOMMENDATIONS

1. School board members and administrators should use the five points established under the Michigan Teacher Tenure Act when evaluating a teacher's competency.

Unsatisfactory performance in any one of these five points is sufficient to determine that a particular teacher is not competent:

1. knowledge of the subject;
2. ability to impart the subject;
3. manner and efficiency of discipline over students;
4. rapport with parents, students, and other faculty; and
5. physical and mental ability to withstand the strain of teaching.[92]

The course of action pursued by the school district with regard to a poorly performing teacher must be based on the extent or severity of the poor performance.

The content of teacher evaluations should be left to the sole discretion of school administrators.

2. School boards should remove from their collective bargaining agreements any language that provides for grievances over the content of a teacher evaluation.

The content of teacher evaluations should be left to the sole discretion of school administrators, not to arbitrators in lengthy and expensive grievance proceedings. By making evaluation content a grievable matter, school boards wind up placing the judgment of arbitrators, who do not work with or see the teachers being evaluated, above the judgment of the school administrators, whose responsibility it is to observe and evaluate the teachers' abilities.

3. School board members and administrators should take advantage of professional seminars sponsored by the Michigan Negotiators Association to learn more about the statutes governing teacher evaluations, which evaluation procedures are most effective, and how to bargain appropriate language to make the most of this vital process.

Improvement #6: Replace Seniority-Based Salary Schedules with Performance-Based Pay Scales

Most public school teachers in Michigan are paid according to a seniority-based salary schedule, which awards compensation according to a teacher's years of experience and level of education. This is in contrast to most other areas of commerce and industry, where employees working under a "merit-based" schedule receive compensation that is commensurate with their job performance and productivity.

ANALYSIS

Under a seniority-based, or "single salary schedule," system, individual teachers have a reduced incentive to innovate or excel in the classroom since their level of compensation is not tied to their performance. Despite this, most collective bargaining agreements in Michigan establish teacher salary schedules based solely on a teacher's level of education and years of experience.

These salary schedules are organized into a "grid" which provides for automatic pay increases based upon the number of years a teacher has spent in the district and the kind of college degrees or number of additional academic credit hours he has accumulated or both. These increases are commonly referred to as "step" increases.

Typically, the foundation of the grid is the "base" salary which is equivalent to the salary given to a first year teacher with a bachelor's degree. The remainder of the grid is based upon a percentage of this base salary. For example, a second year teacher with a bachelor's degree might receive a salary 1.04 times the base, a first year teacher with a master's degree might receive 1.10 times the base salary, etc.

All current collective bargaining agreements in Michigan require teachers with master's degrees to be hired according to their step on the pay grid—even when a teacher is willing to work for a lower salary.

As a consequence of this grid, school districts incur additional salary expenses even if there is no change in the base salary. The amount of each salary increase varies depending on the distribution of the district's work force. Districts with more teachers at the lower salary steps, for example, will incur greater expenses than those with more at the top step. These increases may be as high as three percent.

If the base salary is also increased, the impact of the step increases is compounded, resulting in greater expense. All associated costs, such as retirement contributions, Medicare and Social Security taxes, etc. are likewise increased.

Many contracts also provide raises for teachers who have "maxed out" the grid at the top step. These raises are referred to as "longevity" steps—cumulative salary bonuses for teachers with many years of experience within a district—and do not appear on the salary grid. Nonetheless, they increase a school district's overall salary and salary-associated expenses.

In most school districts, entry level teachers with only a bachelor's degree and no prior teaching experience receive the base negotiated salary; few districts reserve the unrestricted right to establish the starting salary for a teacher on any step of the pay scale.

Similarly, all current collective bargaining agreements in Michigan require teachers with master's degrees to be hired according to their step on the grid—even when a teacher is willing to work for a lower salary. At the same time, the majority of agreements cap the number of years of out-of-district experience for which a teacher may receive compensation.

Collective bargaining language regarding experience often limits a teacher's salary increases to experience gained within his current district rather than including the total of his experience. The practical consequence of this salary system has been that experienced and highly educated teachers who want to switch districts often find that they cannot do so: Districts that may wish to hire such teachers are unwilling or unable to start them at a salary level commensurate with their credentials.

School districts using a single salary schedule also experience hiring limitations, often finding it difficult to attract good teachers in technical subjects. Many with advanced degrees in science, engineering, or computers prefer to work for employers that offer merit-based pay rather than for schools offering the inflexible pay scales of union contracts.

Teachers working under a seniority-based salary system face a number of disincentives and drawbacks. Such a system does not provide adequate incentives for them to continuously improve their job performance, teaching methods, or professional development in their subject areas.

Without the incentives and motivation that come from the promise of additional compensation, teachers must instead be internally motivated to continue to improve the educational product offered to students. Some teachers, to be sure, are strongly motivated by their passion for teaching—and it is precisely those teachers who deserve recognition through a merit-based pay system for their outstanding classroom contributions.

Another example of the seniority system's inherent unfairness is that only teachers with a combination of both education and experience are able to reach the top of the salary schedule. In other words, a teacher who worked in his district for over thirty years but lacked a doctorate, specialist, or master's degree plus a set number of academic course hours could not advance to the top of the salary scale, no matter how effective an educator he was.

Seniority-based salary schedules also result in "wage compression." Wage compression occurs when the incremental rates of pay between the highest and lowest salaries become reduced through the application of wage increases to the lowest pay level. When an equal percentage of increase is not applied to each salary level, the difference between salaries shrinks, or becomes "compressed." There are practical financial reasons for applying wage increases to the lowest level salary, but the teachers at the top of the pay scale may resent this.

Union officials maintain that seniority-based salary schedules that punish the very teachers they represent are the "fairest" system.

Despite this lack of flexibility and fairness in teacher compensation, many union officials maintain that seniority-based salary schedules that punish the very teachers they represent are the "fairest" system. One current contract provision even bluntly states, "Under no condition shall a teacher be compensated above his/her appropriate step on the salary schedule."[93] Such contract language can serve only to dampen individual teacher motivation, initiative, and performance.

Unions such as the NEA remain opposed to changes in the seniority-based salary system. The NEA "believes that performance pay schedules, such as merit pay, are inappropriate."[94] The NEA's 1997-98 Resolutions further hold that salary schedule systems must be established based on "preparation, professional growth and length of service and exclude any form of merit pay."[95]

School districts attempting to establish performance-based pay schedules for their teachers have invariably met with union resistance. However, some districts such as Saginaw have been successful in bargaining a portion of their teachers' salaries based on the requirement that teachers meet certain district-wide goals adopted by the school board.[96]

Recommendation

School boards should remove seniority-based salary schedules from their collective bargaining agreements and institute performance-based pay scales that reward outstanding teachers, encourage innovation, and attract the best people for the important job of educating tomorrow's leaders.

A performance-based salary schedule can be based on either teacher performance or student performance. The Michigan legislature in 1995 strengthened school districts' rights to create performance-based salary systems when it passed PA 289 into law. PA 289 states in part that, "A school district or intermediate school district may implement and maintain a method of compensation for its employees that is based on job performance and job accomplishments."[97]

In 1993, AFT union president Albert Shanker himself proposed performance-based pay, acknowledging that such a system could be developed without being anti-union and its flaws "would be very small compared to what we have now or compared to what you would have without such a system."[98]

Improvement #7: Examine and Competitively Bid Health Care Benefit Options

Teacher salaries and benefits are by far the largest expenditure in every school district. Health insurance is typically the second-largest item.

Teacher salaries and benefits are by far the largest expenditure in every school district, averaging around 82 percent of the entire budget.[99] Benefits packages by themselves take up roughly 25 to 30 percent of the compensation budget,[100] and health insurance is typically the second-largest item in the annual budgets of school districts, just behind salaries and wages.[101] With health care costs rising and school district revenue projections remaining flat, school districts now more than ever must be value-based purchasers of employee benefits.

ANALYSIS

Former teacher and union leader Myron Lieberman explains that unions encourage increases in benefits over salary increases so that "the salary schedule doesn't look as high, which helps unions maintain public support. The other benefit is that they're able to tell teachers what a terrific deal they got." Often, union leaders argue that teachers aren't getting paid enough—giving voters the sense that schools are underfunded.[102]

Prior to 1994, the primary insurance plan options for school districts were the MEA-controlled Michigan Education Special Services Association (MESSA), the School Employers Trust (SET), Blue Cross and Blue Shield of Michigan (BCBSM), various health maintenance organizations (HMOs) and third party administrators (TPAs), and some modified traditional plans developed in conjunction with TPA services. A detailed description of each of these plan options can be found in Appendix I on page 45.

Two changes since 1994 have had an impact on the packaging and delivery of health care benefits to districts. One is in the way BCBSM is marketing its products and the other is the increased popularity of managed care products. Both changes are convincing many school boards, administrators, and union members to consider different options for their health care plans rather than "rubber stamping" MESSA as their insurance carrier.

In the past, most administrators automatically turned to the high-priced, union-run MESSA because they were unwilling to battle with the union for changes in employee health care plans. Since revenues could always be increased through regular millage campaigns, many assumed cost considerations were relatively unimportant. MESSA's stronghold in the school market is largely due to this miscalculation and also to its former ability to leverage strikes to exact yearly average benefit increases in excess of nine percent for the last ten years.

A June 1997 Michigan Insurance Bureau audit revealed that MESSA had a surplus of $105 million in excess premiums. MESSA's effective premium rate increase for July 1, 1998 to June 30, 1999, as approved by the Michigan Insurance Bureau, is 10.97 percent. In order to comply with the terms of its 1996 settlement agreement with the state of Michigan, MESSA will apply $29 million of its excess premiums surplus toward reducing the final rates charged to its members.

Some school boards have objected to using MESSA, a wholly owned subsidiary of the MEA, because a portion of the school districts' health care premiums is used to bolster the political and organizational strength of the MEA.[103]

Funding changes necessitated by Proposal A of 1994 are also compelling many school boards to seek lower cost alternatives to MESSA that maintain current employee benefit levels. Now that changes in the law wrought by PA 112 have eliminated union strike pressure, over 300 districts still using MESSA have the opportunity to explore ways to better manage their resources within existing funding levels.

Unfortunately, even after the PA 112 reforms, many school districts are prevented from changing their health care plans because they failed to negotiate the proper language into their collective bargaining agreements. The areas of an agreement that address funding, specific benefits, and the agreement's relationship with the master insurance contracts are critical for control of health care plans, yet in many cases district officials have not evaluated this language for years.

Some school boards have objected to using MESSA, a wholly owned subsidiary of the MEA, because a portion of the school districts' health care premiums is used to bolster the political and organizational strength of the MEA.

RECOMMENDATIONS

1. School districts should take advantage of changes in the law to regain control of, and restore flexibility to, health care decision making by (a) removing any contract language that identifies a specific health care insurance administrator, and (b) naming themselves as policyholders for their insurance plans.

(a) Budget pressures and responsible management require school districts to maintain maximum flexibility to choose the most cost-effective ways to provide their employees with bargained benefits. Districts that have found themselves contractually "locked in" to using the expensive MESSA plans now regret surrendering the freedom to choose other administrators.

Accordingly, district negotiators should bargain specific benefits without naming any specific administrator; depending on the negotiated language, a change in insurance administrator or the method of funding should not affect the collective bargaining agreement as long as the benefit levels are bargained in good faith.

(b) PA 112 has made the right to name the holder of a school district's health care insurance policy a prohibited subject of bargaining. School districts should take this opportunity to name themselves as policyholders to the insurance plans they choose. Districts gain a number of benefits from such a move, including the following:

- *The ability to acquire the claims history data associated with their chosen health care benefit plan.* A claims history is a listing of the type and amount of the medical claims made by employees covered by a health care plan. Having the claims history allows a district to evaluate its own data and is essential for acquiring competitive bids from different insurance providers. This information does not violate employees' privacy rights and is necessary for making sound business decisions.

- *The chance to manage components of the plan such as prescription drugs, mental health benefits, and provider network development.*

- *The opportunity to purchase supplemental programs independently (e.g., life, disability, dental, and vision insurance).* This allows school districts to obtain the best value by packaging benefits to fit the needs of the district and its employees.

Districts using MESSA as their insurance administrator have experienced reduced control over their health care plans because MESSA names itself as the policyholder for the plans it takes out on behalf of districts and refuses to share certain vital information about those plans with school boards and administrators.

Competitive bidding among a variety of health care providers and administrators allows school districts to identify the most cost-effective supplier of benefits.

2. School boards should competitively bid health care plans in order to minimize their expenditures while maximizing the quality of employee coverage.

Competitive bidding among a variety of health care providers and administrators allows school districts to identify the most cost-effective supplier of benefits.

Districts that have sought bids and ultimately switched from MESSA to other insurance carriers have saved from 6 to 28 percent on the cost of providing identical coverage to their employees.[104] That has translated into savings as much as $500,000 per year.

Please see Appendix I on page 45 for a comparison of various health care plan options that school districts should evaluate.

3. School district negotiators should come to the bargaining table prepared with benefits proposals that are based upon structured total compensation models.

The school board is responsible for the thorough analysis of all cost and budget controls for each line item, including payroll, benefit, and pension funding. Total compensation models help that analysis by calculating the cost of every portion of employee wages and benefits, including paid leaves, fringe benefits, employer-related costs such as Social Security and workers' compensation taxes, and other expenses.

School districts must take care to bargain benefits language that allows flexibility in health care funding, including the option of self-funding either all or part of their health care plans. Negotiators should be well-versed in all aspects of current and proposed vendor contracts: the well-prepared district negotiating team comes to the bargaining table with knowledge gained from evaluating a variety of health care plans.

4. School boards must work with employee unions to develop trust and a recognition of the need for change.

Teachers and other district employees may be suspicious of changes in their health care benefits, fearing the reduction or elimination of benefits they currently enjoy. Less expensive alternatives to MESSA that provide the same level of coverage do exist, and boards and employees should work together to implement the best alternative plan that fits everyone's needs. Teachers should always be informed about any proposed changes in their level of health care benefits.

Improvement #8: Eliminate Class Size Limitation Clauses

The number of students per teacher in a classroom has been an issue in collective bargaining since the first contract negotiations began in Michigan more than thirty years ago. Unions maintain that smaller classes allow teachers to spend more time with each student, thus boosting educational achievement. Consequently, many of Michigan's school districts have negotiated language that affects class size into their bargaining agreements.

ANALYSIS

Over a third of collective bargaining agreements in Michigan currently establish a maximum number of students for each class and provide for mandatory teacher salary bonuses any time this maximum is exceeded. Some contracts mandate that teachers be paid an additional $1 to $4 per day for each student over the maximum. Other contracts specify a $75 bonus per additional student per semester.

Smaller classes mean that more teachers must be hired and put onto the district's payroll, which causes education costs to increase.

Negotiating smaller class sizes has proven to be a costly arrangement for school districts, especially those with growing student populations. Smaller classes mean that more teachers must be hired and put onto the district's payroll, which causes education costs to increase. An analysis of union proposals from 1966-1968, the first two years after collective bargaining was in effect in Michigan, revealed that the proposed class size provisions would have added $3 million to $6 million to affected schools' budgets. School officials admitted that the proposals "would have been extremely costly to grant because of the necessity of hiring many new teachers."[105]

Charles Rehmer and Evan Wilner concluded in *The Economic Results of Teacher Bargaining: Michigan's First Two Years*:

> Most teacher bargaining requests have included proposed limitations on class size. While school administrators and most school board members are sympathetic with the teacher preference for smaller classes, class size limitations have severe cost impact. A simple example makes the point. Reduction of average class size from 30 to a negotiated maximum of 25 students in a class would result in a 16-2/3-percent increase in teacher salary costs.[106]

Establishing class size requirements within a collective bargaining agreement restricts the school administration's decision-making about the most effective use of staff, space, and scarce financial resources.

There is also no evidence that supports the main justification for these proposals; namely, that smaller classes produce improvements in student performance. Education reformer Chester Finn explains the cycle:

> Parents take for granted that smaller classes mean better education. Teachers cheer any move to shrink their classroom populations. Unions get more members. Administrators get more staff.... [yet] there's no credible evidence that across-the-board reductions in class size boost pupil achievement.[107]

Finn goes on to cite University of Rochester economist Eric Hanushek's recent study of the relationship between class size and student performance. Hanushek reportedly found that between 1950 and 1994 the student-to-teacher ratio dropped by 35 percent, from an average of 30

students per class to the current average of 22. At the same time, spending has increased to its highest level and student performance on standardized tests has not improved.[108] Hanushek concluded that "there is little systematic gain from general reduction in class size."[109]

RECOMMENDATION

School districts should remove class size limits from collective bargaining agreements.

Proposals to reduce the student-to-teacher ratio are costly to districts and needlessly restrictive on administrators who must decide on the most effective uses for available resources, including teachers. The school board and administrators should be left free to decide how best to allocate scarce resources most effectively.

Proposals to reduce the student-to-teacher ratio are costly to districts and needlessly restrictive on administrators who must decide on the most effective uses for available resources, including teachers.

2. Court Decisions

Many current contracts between Michigan's school districts and teacher unions fail to protect the constitutional rights of teachers as expressed in a number of decisions by various courts, including the U. S. Supreme Court. School boards that fail to consider the legal requirements placed upon them by these court decisions can leave themselves exposed to employee lawsuits and other liabilities, draining more funds away from their mission of educating children.

For example, over two dozen current collective bargaining agreements do not notify teachers of their basic right to refuse union membership and to instead pay only an "agency service fee" to cover the costs of collective bargaining.

Staying informed about legislative and legal requirements can be a tedious and time-consuming chore, but school boards have an obligation to themselves, the taxpayers they represent, and their employees to negotiate contracts that conform to the law and respect the constitutional rights of everyone involved.

Following are seven court decisions that school boards must consider when negotiating collective bargaining agreements with unions. Most of these decisions involve suits brought by objecting Michigan workers, but those that do not are still applicable to public school collective bargaining in this state. The message is clear: School districts must uphold the rights of their employees in any contractual agreement.

Abood v Detroit Board of Education

The 1977 U. S. Supreme Court decision in *Abood v Detroit Board of Education*[110] found that forcing public school employees to pay union dues affects their First Amendment rights. The Court held that a government employer and union may reach an agreement requiring employees to pay an agency service fee to cover the costs of collective bargaining, contract administration, and grievance adjustment. However, the decision clarified that objecting employees have a constitutional right to withhold payment of any union fees that support political and ideological causes.

In other words, those objecting employees can be compelled to pay only those expenses directly related to collective bargaining. Under *Abood,* all public employees have a constitutional right to "prevent the Union's spending a part of their required service fees to contribute to political candidates and to express political views unrelated to its duties as exclusive bargaining representative."[111]

School boards that negotiate contracts requiring employees to pay union representation fees are acting within their own discretion to force employees to join unions and are therefore legally liable for any failure to protect the rights of objecting employees. Under *Abood,* employees must be given the clear choice of either joining the union and paying full dues or else paying only a service fee to cover the direct costs of collective bargaining. Contracts that fail to give employees this choice violate the employees' constitutional rights.

All public employees have a constitutional right to "prevent the Union's spending a part of their required service fees to contribute to political candidates and to express political views unrelated to its duties as exclusive bargaining representative."

Chicago Teachers Local 1 v Hudson

In 1986, the U. S. Supreme Court ruled in *Chicago Teachers Local 1 v Hudson*[112] that a union must explain to nonunion workers the purposes for any fees it collects from them. Basing its decision on the earlier *Abood* case, the Court further found that unions must hold disputed fee money in escrow while resolving worker disputes before an impartial decision maker.

The Court considered it essential for unions to provide adequate information about the portion of financial cost charged for collective bargaining to employees who object to fee payments. School boards must therefore establish contractual agreements which minimize any possibility the objecting employee is subsidizing any union political or ideological activities.

Currently, over 400 collective bargaining agreements in Michigan contain language that either explicitly informs teachers of the *Hudson* decision or alludes to the fact that employees who object to supporting the union's ideological and political agenda have a forum to challenge their fee assessment. Yet the school board in each of these contracts has agreed with the union that the forum should be established and controlled by the union itself—the very organization with which the objecting employee disagrees.

School districts that have agreed to these contractual terms have limited their employees' *Hudson* rights to have their objections heard by a mutually agreed-upon and impartial decision maker. School boards should not accept any union-established procedure as sufficient protection of employee rights. Those collective bargaining agreements that do conflict with *Hudson* and other decisions which govern Michigan employment should be renegotiated to ensure that the constitutional rights of employees are protected and the school district is not exposed to liability.

Lehnert v Ferris Faculty Association

The U. S. Supreme Court's 1991 decision in *Lehnert v Ferris Faculty Association*[113] discovered that 90 percent of the NEA, MEA, and local union fees being charged to objecting faculty members was spent on union activities unrelated to collective bargaining. The Court again upheld the principle that objecting fee payers cannot be compelled to pay for a union's lobbying, organizing, image building, public relations, or any other activities not directly related to collective bargaining representation. The Court also required the union to provide an audited accounting to objecting fee payers.

Buzenius v NLRB

Recently, the Sixth Circuit Court of Appeals determined in *Buzenius v NLRB*[114] that a union security clause requiring employees to become and remain "members of the Union in good standing" is inconsistent with an employee's right to refuse to join a union and pay full dues.

In this case, the collective bargaining agreement between the employer, Weyerhauser, and the union, United Paperworkers' International, required each employee to remain a "member in good standing" of the union as a condition of employment. In effect, Weyerhauser became the union enforcer by agreeing to fire anyone who failed to pay the union's required fees.

A union security clause requiring employees to become and remain "members of the Union in good standing" is inconsistent with an employee's right to refuse to join a union and pay full dues.

The Court's ruling that such contractual language misrepresented an employee's legal rights reinforced a long-standing national labor relations policy that union membership is completely optional.

In March 1998, the U. S. Supreme Court declined to review the *Buzenius* decision; it did, however, agree to hear another case involving the same issue. *Marquez v Screen Actors Guild,*[115] to be decided later this year, is a case worth watching for Michigan school districts because a substantial number of current bargaining agreements contain some of the same language that the Sixth Circuit Court of Appeals voided in *Buzenius*.

Air Line Pilots Association v Miller

The U. S. Supreme Court ruled in the 1998 case *Air Line Pilots Association v Miller*[116] that agency fee payers with disputes over their assessed service fees need not first exhaust a union-controlled arbitration procedure before taking their disputes to an administrative or judicial forum. The Court held that the union requirement that nonunion airline pilots exhaust union arbitration did not meet the impartial decision maker requirement of *Hudson*.

Collective bargaining agreements that require union objectors to exhaust an internal union-controlled procedure fail to protect the constitutional rights of employees to the fullest possible extent and violate the essence of the *Miller* decision.

Bromley v MEA/NEA, et al.

Bromley v MEA/NEA, et al.,[117] pending before the U. S. District Court for Michigan's Eastern District, is a suit brought by a Central Michigan University professor and other nonunion instructors against the MEA, asserting their right to meaningful disclosure of the union's accounting figures. They contend that audited reports do not accurately calculate whether the expenses charged to them by the union are properly chargeable. After more than six years of litigation, the Court recently certified these objecting union fee payers as a class for the purposes of bringing a class action suit.

In accordance with the dictates of *Miller*, Mackinac Center for Public Policy attorneys expect the Court to hold that union financial records are subject to all the discovery provisions permitted under federal law. Few, if any, of Michigan's public school employers have informed their employees of their right to join this class action to participate in discovering the inappropriate ways in which their union fees are often used.

Weaver v University of Cincinnati

Perhaps the most important court case of which school boards should be aware is *Weaver v University of Cincinnati.*[118] *Weaver* addresses something common to all of Michigan's public school collective bargaining agreements: the indemnification clause. School boards rely on these clauses to protect them from any legal or financial consequences arising from their enforcement of union security procedures.

In *Weaver*, the Sixth Circuit Court of Appeals ruled that public employers have an independent duty to inform their employees of their constitutionally protected rights affirmed in the *Hudson* decision. Indemnity clauses that specify a union will hold a school board harmless in any legal and financial actions resulting from dues or service fee check-off deductions are no protection to school boards. Any public school employer who participates in establishing procedures which fail to adequately protect employee rights can be held financially liable to aggrieved employees under *Weaver.*

Public employers have an independent duty to inform their employees of their constitutionally protected rights.

Weaver has serious implications for Michigan public school employers. Employees who object to paying union service fees are more frequently contesting the amounts they are being charged for non-bargaining activities. Under *Weaver*, the Court held the public employer accountable for ensuring that all *Hudson* requirements are followed: "A clause that relieves the employer of all consequences for its failure to assume and conscientiously carry out its duties, including even the cost of defending legal actions, is against public policy."[119]

3. Conclusion

Collective bargaining as it is currently practiced must change to meet the increasing public demand for greater student achievement, lower costs, and more accountability in education. School board members and teacher union officials must redefine their relationship to again focus on their primary responsibility of delivering a quality education to every child entrusted to the public schools.

Where school board members have been well informed and properly prepared to address union proposals, collective bargaining has been a successful vehicle for improving employee benefits while maintaining the educational welfare of students. Unfortunately, too many districts are operating under bargaining agreements that include language detrimental to both of these goals. Student performance and employee protection both suffer as a result.

Every school district now has the ability through careful collective bargaining to effect reforms that will help meet the demands of parents, taxpayers, students, and teachers themselves.

Michigan school boards must therefore thoroughly research and understand the implications of the 1994 changes in collective bargaining law as well as relevant court cases and legal decisions made by administrative bodies such as MERC. Armed with this information, district negotiators should then thoroughly review union contract language with an eye toward renegotiating or eliminating altogether any clauses that

- restrict the board's management rights;
- confer unnecessary and exclusive privileges to unions;
- misdirect scarce resources away from educational goals;
- surrender education policy decision-making abilities to unions;
- establish unreasonably restrictive teacher discipline, evaluation, and discharge procedures;
- agree to expensive employee benefits that could be provided at lower cost;
- mandate unfair, morale-sapping salary schedules; or
- abandon the district's obligations to protect its employees' constitutional rights.

Every school district now has the ability through careful collective bargaining to effect reforms that will help meet the demands of parents, taxpayers, students, and teachers themselves. School board members in Michigan's 583 school districts must seize the opportunity to transform the bargaining process from an adversarial one into one more focused on cooperatively improving the educational product, increasing value, and protecting the rights of all concerned.

Appendix I: Health Care Options for School Districts

The majority of school districts in Michigan use the MEA-owned Michigan Education Special Services Association (MESSA) as a health care benefits provider for their employees. MESSA is expensive, however, and districts looking for areas where they can free up scarce resources for education have lately begun exploring less expensive health care options. Districts that have switched from MESSA to other insurance carriers have saved from 6 to 28 percent on the cost of providing identical coverage to their employees. That has translated to savings of as much as $500,000 per year.

To help school board members and administrators make informed decisions about health care coverage, a comparison of various fringe benefit packages available to school districts is provided below. An analysis of the data and information about the cost and quality of health care benefit plans and services will help school districts become value-based purchasers.

Districts that have switched from MESSA to other insurance carriers have saved from 6 to 28 percent on the cost of providing identical coverage to their employees.

Alternative Plan Concepts

Successful alternative health care plans today embrace two different delivery system philosophies:

- managed care systems, such as preferred provider organizations (PPOs), point of service (POS), and health maintenance organizations (HMOs); or
- dual-funded approaches.

Managed care systems can deliver the same benefits to employees as more traditional plans and in some cases may even offer benefit enhancements. At the same time, districts can realize significant savings, and the more control their managed care organization has over its providers, the higher the savings.

Another benefit is that some managed care plans can provide a district with its claims history. This is important in controlling costs and bidding for coverage from a variety of providers. The drawback to managed care is that it frequently offers less choice in health care providers. Employees understandably may not like having to change physicians or hospitals.

The dual-funded approach involves the use of a different funding mechanism for a more traditional approach to health care delivery, similar to existing programs. This approach actually creates a health care plan that is controlled by the district and its employees, allowing each district to control its own destiny. The dual-funded plan typically works as follows:

- The district purchases a high-deductible, insured, comprehensive major medical program from a reputable health care benefit vendor, such as Blue Cross and Blue Shield of Michigan.

- The district commits to self-funding part of the health care program's risk. This risk should have a reinsured safeguard for the district and its employees.

- The district obtains third party administrator (TPA) services from a reputable company that can satisfactorily adjudicate claims in a timely and accurate manner. Customer service is a key element: The TPA should be able to provide information on both the insured and the self-funded parts of the plan. The TPA should also be able to provide the district's claims history in an appropriate format that maintains employee confidentiality.

Some districts have used this dual-funded approach for a number of years and reaped substantial savings. Dual-funded plans have also successfully delivered comparable benefits while maintaining the same provider networks for employees. When negotiating such plans, districts should use the bargaining process itself as the vehicle to decide all the benefit levels that will be delivered.

The savings realized under these plans are directly related to the claims used by a district's employees, and can therefore vary from district to district. Savings can also vary according to a district's geographical location and the rating and pricing methodology of a particular plan's products.

Most districts have also insured the self-funded portion of their plans with an umbrella protection policy which allows for budgeting based on an established cap for an annual period. Savings compared to MESSA have been anywhere from 6.4 percent to 28.4 percent for districts of all sizes.[120] A district with

- 40 enrolled employees achieved total savings of 9.9 percent over two years.
- 100 enrolled employees achieved total savings of 13.4 percent over three years.
- 200 enrolled employees achieved total savings of 28.4 percent over three years.
- 500 enrolled employees achieved total savings of 6.4 percent over two years.
- 1,000 enrolled employees achieved total savings of 7.4 percent over three years.[121]

The amount of money saved varies based on the time the plan has been in effect and the number of enrolled participants in the group. In the examples above, the approximate savings range from a two-year cumulative savings of $50,000 to $357,000. For groups that have had three years of experience with their own plans, the approximate cumulative savings range is $217,000 to $1,558,000.[122]

Dual-funded plans can also incorporate a managed care component that provides employees with the opportunity to gradually enter a managed care program without fear of sanction. This approach is referred to as a "passive" PPO. Districts using this "passive" approach to managed care dual-funded plans secure additional savings while maintaining current employee benefit levels.

School districts using either the traditional or managed care approach to a dual-funded delivery arrangement receive the benefit of their group's claims history. Having this data allows districts the flexibility to evaluate different health care options in the future. Without this data, school districts tend to be "handcuffed" to their current plans.

Michigan Education Special Services Association

MESSA was created by the MEA in 1960 to administer insurance benefits to members of the teacher union. MESSA is a third party administrator (TPA) of health care insurance, meaning that it only administers benefits underwritten by other companies.

MESSA's community-rated products have been underwritten by Blue Cross and Blue Shield of Michigan (BCBSM) since 1985. Being a TPA allows MESSA the latitude to pay benefits outside the parameters of BCBSM's guidelines. This ultimately means additional costs to school districts through higher premiums for the benefits paid beyond what is considered appropriate by BCBSM.

The TPA approach allows MESSA to take advantage of BCBSM-negotiated provider discounts through the "participating" provider networks of BCBSM. It also gives MESSA the ability to pay additional benefits on behalf of their subscribers to both participating and nonparticipating BCBSM providers by directing payments through the subscribers.

It further allows MESSA subscribers to use the services of physicians not included in the BCBSM network (nonparticipating) without any sanctions on the employees. This provides MESSA with a benefit design that expands the benefits beyond the accepted practices of BCBSM and the ability to circumnavigate the participating provider network of BCBSM.

A school district covering its employees through MESSA has no control over its health care plan because MESSA is the policyholder.

This last feature makes it difficult for school districts to duplicate MESSA benefits in an alternate health care plan using only BCBSM, resulting in higher premiums for the districts to pay.

In the collective bargaining process, where maintaining benefits is important, school districts cannot look to a standard BCBSM product to measure up to the MESSA program. The district could purchase the services of a TPA to adjudicate the claims outside a BCBSM standard plan. This, however, would probably involve additional costs, not only from a claims perspective, but also from an administrative perspective.

MESSA's main advantage over school districts is its status as the policyholder of the health care plan. This entitles it to make unilateral decisions which benefit its members, while potentially creating negative financial consequences for the benefit payers—the school districts. In these situations, a school district covering its employees through MESSA has no control over its health care plan because MESSA is the policyholder.

MESSA has another advantage: its members are not limited in their choice of physicians. They can go to any physician in the state and still have their benefits paid through MESSA. This provides a very difficult challenge to districts desiring to bring an alternative to the bargaining table.

MESSA's approach to the physician community will understandably result in increased costs to the districts through the premiums charged by MESSA. Employees using the services of a nonparticipating physician are reimbursed at a rate that is much higher than BCBSM will allow, thereby increasing claim costs which in turn increases the premiums charged to school districts.

Another way MESSA maintains a strong grip over school districts is by withholding its claims history data. In order to secure competitive bids from other health care vendors, school districts need to be able to document the type and amount of medical claims made by their

employees. By withholding claims history data, MESSA prevents school districts from acquiring legitimate insured health care bids from other vendors to use for comparative purposes. MESSA justifies withholding this data by citing the fundamental insurance principle that states that good insurance risks will leave the pool and only the bad risks will remain.

This position is similar to the one taken by BCBSM—but only when it underwrites smaller groups. It may be that withholding claims history data is an actuarially sound practice for the underwriting of small groups, but withholding it from larger groups serves only to hold them captive to their current plans.

By withholding claims history data, MESSA prevents school districts from acquiring legitimate insured health care bids from other vendors to use for comparative purposes.

For larger groups which have the numbers to take a credible risk, lack of access to claims history data eliminates the opportunity to pursue alternative plans. MESSA has used this position as a tremendously successful retention tool.

School Employers Trust, Inc.

The School Employers Trust (SET) was created by the founder of the MESSA plans, so it is not surprising that there are many similarities between SET and MESSA:

- Benefits are delivered in part through their own TPA;
- Plans use participating and nonparticipating providers;
- The TPA does not release claims history information;
- Plans are underwritten by BCBSM; and
- Benefits are designed to be identical to MESSA plans.

SET has supporters in the education industry primarily because of its affiliation with the Michigan Association of School Boards. It can be thought of as the school board and administrator version of the MESSA plans. The pool of contracts is, however, substantially smaller than MESSA's, and SET has recently provided optional product lines through Fortis Insurance Company.

Historically, the annual health care rates for SET groups usually reflect slightly lower costs than the MESSA rates for comparable plans. These SET products can provide a viable option to districts that are only looking at comparable benefits at initially lower rates.

The drawbacks for school districts are similar to those of the MESSA plan; the most important being that the groups do not have access to their claims history. These control tactics limit districts' future options and effectively forces them to stay in a community-rated program regardless of their claims history or size.

Blue Cross and Blue Shield of Michigan

For years, BCBSM has had education-specific programs that were developed to compete with the MESSA plans before MESSA selected BCBSM as its underwriter. The plans were identified as "4.0" plans and included the highest benefits BCBSM could offer under state regulations. These were benefit-rich plans by BCBSM standards but they still could not reach the benefit levels of MESSA due to the fact that they were limited by the benefit scopes that had been approved for BCBSM by the Michigan Insurance Commission. Additionally, BCBSM could not

pay nonparticipating physicians, as MESSA does, because of their agreements with participating physicians.

Some districts which were successful in negotiating these "4.0" plans had them eliminated by BCBSM in the late 1980s when MESSA began questioning why BCBSM should compete with its block of business. The groups that already had these attractive plans were allowed to have them "grandfathered in" by BCBSM. However, under the agreement with MESSA, districts or segments of school employees in districts desiring a "4.0" plan that did not fall under the grandfather rule were disallowed from joining a "4.0" BCBSM plan.

For example, when a large public school district in southeastern Michigan researched its options three years ago, it went to BCBSM to see if it would allow the teachers to have the "4.0" plan. This was a logical option for the district because the administrators' group already had the "4.0" plan in place. The district was denied because the "grandfather" provision applied only to identifiable segments which had the coverage and could not be expanded to include another segment or the entire group.

These BCBSM plans along with other more traditional plans are currently in place in some districts which have been successful at the bargaining table. Most of these traditional plans have been in place for a number of years and are performing well for the respective districts.

The rating for these plans follows the standard rating methodologies BCBSM has filed with the Insurance Commission for not only school groups, but all groups in general. This means that for a group of more than 100 individuals, the group is experience-rated and has the option of being self-funded. For groups of fewer than 100, the group is community- or area-rated. This approach is similar to that used by MESSA and SET.

Health Maintenance Organizations

Health maintenance organizations (HMOs) entered the education marketplace a number of years ago only to be met with MEA members' firm allegiance to the MESSA health care plan. As part of the federal mandate of HMOs years ago, they were offered during bargaining as an option. However, enrollment in HMOs is very small in most districts.

HMOs are similar to MESSA as far as the richness of the benefits, but their closed physician and hospital networks do not compare as favorably to MESSA's open access.

HMOs are also similar to MESSA in that they do not provide districts with their claims histories. However, the premiums charged by HMOs are attractive when compared to MESSA premiums (some are as much as 30 percent lower). This savings has caused some boards to take the plans to the bargaining table only to face significant resistance in most instances because they are viewed by employees as a benefit reduction due to the reduced access.

Third Party Administrators Other Than MESSA and SET

TPAs other than MESSA and SET played a small role in schools prior to the 1994 reforms—too small to usefully evaluate their presence. For the most part, they could not command discounts sufficient to produce cost savings.

One TPA, however, Michigan Employee Benefit Services, Inc. (MEBS), has successfully used a dual-funded approach with non-MEA union bargaining units in schools. MEBS was the exclusive TPA for the Public Employee Trust fund (PET), which was established by five AFL-CIO unions for the benefit of AFL-CIO members.

The labor trustees of PET developed the fund to provide high quality employee benefits for its member at lower costs. They use BCBSM as the exclusive underwriter for their health care products. Smaller groups of education employees enrolled through PET are in the BCBSM education area industry-rated pool. Larger groups of more than 100 employees are rated based on their own claims history data through the BCBSM experience-rated system with PET holding the risk.

By using high-deductible plans, the employer significantly reduces his premium costs while providing catastrophic coverage for his employees. With the premium savings, he can self-fund the benefit levels to those of his current plan.

The MEBS dual-funded approach program has provided an excellent balance of savings and quality benefits, according to districts that have used it.

MEBS has met the needs of education employers with this concept as well as many other private sector employers that have been interested in self-funding their employee benefits. Many of these employers have been reluctant because of concerns regarding their group size, comprehensive benefit levels, and potential risk. This is particularly true if claims history data are not available, or there is a concern about the lack of cost containment in a self-funded program.

For these reasons, MEBS has developed a minimum risk approach to self-funding by using the high deductible Comprehensive Major Medical (CMM) contracts with BCBSM.

By using these high-deductible plans, the employer significantly reduces his premium costs while providing catastrophic coverage for his employees. With the premium savings, he can self-fund the benefit levels to those of his current plan.

The arrangement MEBS has with BCBSM allows BCBSM to process all claims to the BCBSM provider contract levels. The Explanation of Benefits forms are then sent to MEBS, where the claims are readjusted to the levels selected by the employer. This dual processing is not apparent to the employee.

It should be noted that MEBS is only one of many TPAs in the state that could perform similar services. MEBS, however, has more experience with this particular approach in the education industry. Additionally, MEBS has provided a number of school districts with the ability to create their own health care plan, which in turn has produced savings for those districts.

PET also had specific benefit plans designed for AFL-CIO members that mirrored the MESSA plans as closely as they could using BCBSM as the underwriter. These plans continue to serve their bargaining units well.

Although both union-sponsored TPAs (MESSA and PET) are 501(c)(9) trusts and are both monitored by the Internal Revenue Service, the significant difference is in the management approach used by the trustees of the funds. PET has trustees that also operate Taft Hartley Trust Funds which are monitored by the Department of Labor (DOL).

The strong influence of the DOL, its policies and procedures, and the desire of the trustees to use money paid into the funds to serve the needs of their members creates an attitude which is carried over to the management of PET.

In the Taft Hartley Trust environment the use of any money coming into the Trust is earmarked solely for the purpose of benefits for members covered by the Trust. The DOL strictly enforces this policy.

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

The data shown in the table on pages 57-73 were gathered from the collective bargaining agreements of all 583 Michigan school districts. The documents were obtained by the Mackinac Center for Public Policy using the Freedom of Information Act.

The following defines the terms and codes used in the Appendix II collective bargaining agreement table.

School District

The name of the school district.

Union

The name of the employee representative organization that negotiated the collective bargaining agreement with the school district. In many cases, this is the name of the school district followed by "Education Association," i.e., Allen Park Education Association is abbreviated as APEA.

No contract. The school district did not provide a contract or was in the process of negotiating at the time of the FOIA request.

Not reviewed. The collective bargaining agreement was not reviewed by this study.

ER (Exclusive Representation)

Some collective bargaining agreements name a particular union as the exclusive representative for district employees. A "Y" in this column indicates that the agreement contains a clause that names the negotiating union as exclusive employee representative. An "N" means there is no such clause in the agreement.

US (Union Security)

A union security clause allows for the termination of employees who fail to pay union dues. A "Y" means the agreement includes a union security clause; an "N" indicates that it does not.

JC (Just Cause)

A "Y" in this column means the collective bargaining agreement contains a clause providing for a "just cause" standard of discipline and discharge for all district employees. An "N" indicates that the agreement does not extend "just cause" to probationary employees.

SC (Seniority Clause)

"Y" indicates that the collective bargaining agreement contains a clause that establishes seniority as the basis for vacancies, transfers, layoffs, and recalls. An "N" in this column means the agreement has no such clause.

PB (Pay for Bargaining)

Some collective bargaining agreements provide for fully compensated release time for employees who participate in contract negotiations. "Y" indicates the agreement contains this clause.

MS (Maintenance of Standards)

"Maintenance of Standards" clauses require that the contract language regarding teaching conditions and work load be so detailed that nothing in the working environment may be altered without negotiations. A "Y" in this column means that such a clause is in the agreement, or that "N" indicates no such clause or detailed language.

HC (Hudson Clause)

A "Y" in this column shows that the collective bargaining agreement specifically informs employees of their right, establishing in the U. S. Supreme Court decisions *Chicago Local Teachers I v. Hudson*, to refuse payment of dues not specifically related to collective bargaining expenses. An "N" indicates there is not specific language in the agreement that explains *Hudson* rights. A "C" means that the agreement references an existing policy regarding *Hudson* rights but does not explain the legal precedents and rationale behind it.

CS (Class Size)

Many collective bargaining agreements contain clauses that establish class size guidelines or mandatory maximums. A "Y" in this column indicates such a clause is present in the collective bargaining agreement. A blank column indicates there is no specific clause addressing class size, but that school districts are not precluded from adopting class size operating policies.

Expires

The date the collective bargaining agreement reviewed by this study expires or expired.

Negotiated Fringe Benefits

Specific employee benefits negotiated into the collective bargaining agreement.

H = MESSA health benefits
Hn = Non-MESSA health benefits
H* = Benefits negotiated without a carrier specified
D = MESSA dental benefits
Dn = Non-MESSA dental benefits
V = MESSA vision benefits
Vn = Non-MESSA vision benefits
HDV=$ = A set dollar amount per month is allotted for health, dental, and vision
LtD = Long-term disability
Li = Life insurance
MP =MESSA PAK
MP/C = MESSA PAK with cafeteria plan
R/D = Reimbursement of deductibles of insurance costs, up to a specified limit
A = Annuity (May be dependent on enrollee's use of the health benefit package)
L = Longevity (Additional payment for years of service in the district, i.e. 15 years, etc.)
ERInc = Early retirement incentive bonus package
Ret = Retirement bonus for years of service
Sev = Severance pay bonus at retirement in addition to longevity pay
U = Uniforms
T = Tuition (**T** followed by a percentage indicates partial tuition payments)
TLOAN = Short-term tuition loans
At = Athletic tickets
$=PTC+RptCPkup+Rec day = Additional compensation for attendance at parent/teacher conferences, report card pickup day, and recordkeeping day
COLA = Cost-of-Living Adjustments
Chair$ = Additional compensation for chairs of departments
S+Fam+F... = Total leave days available but deducted from sick leave time
S# = Sick days and number of days
Wed = Paid leave for attendance at weddings
Va = Vacation and number of days
P# = Personal & number of days
Sab = Paid sabbatical leave
F# = Funeral and number of days
VAP=Voluntary Assistance Program
Fam# = Family illness leave (may or may not be deducted from sick days)
Rel = Paid leave for religious activities
EMERG = Emergency leave
Prof# = Professional/business leave days for continuing education, etc.
FLEX = flex time available
Hum = Humanitarian leave
Lia = Liability Insurance
Le = Legal representation

M = Paid leave when getting married
MERIT = Paid leave for meritorious service
RECR = Paid recreational leave
DRHTG = Paid leave for deer hunting
JOBSHRG = Job sharing available
Dues = Professional organization dues paid

Salary Range

The base pay and highest salary of the salary schedule are given for the 1997-1998 contract year or the last year of an expired 1997 contract.

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

School District	Union	ER	US	JC	SC	PB	MS	HC	CS	Expires	Negotiated Fringe Benefits	Salary Range ($)
Adams Township School District	ATEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S5,P2,F6,H,Dn,V,LtD,A, Li,L	25,230-44,767
Addison Community Schools	AEA	Y	Y	Y	Y		Y	N		6/30/97	S10,F5,P2,Fam5,ERInc,H,LtD,D,V, Li,A	27,511-48,813
Adrian Public Schools	AEA	Y	Y	Y	Y		Y	Y	Y	6/30/97	S10,F5,LtD,F1,P2,MP,C, ERInc,L	27,595-60,425
Airport Community Schools	No contract											
Akron-Fairgrove Schools	AFEA	Y	Y	Y	Y	Y	Y	Y		8/31/99	S8,P4,F5,Fam5,H,D,LtD,Li,A,V,L	29,479-50,394
Alba Public Schools	NMEA	Y	Y	Y	Y		Y	N		8/31/99	S10,P3,F5,MP,C	21,072-38,032
Albion Public Schools	SCUBA	Y	Y	Y	Y		Y	N	Y	8/14/99	S+Fam+F+P17,Le,Lia,MP,C,Li,L	26,635-60,356
Alcona Community Schools	AEA	Y	Y	Y	Y		Y	Y	Y	8/31/01	S+P+F30,MP/C,ERInc,L	25,111-49,469
Algonac Community Schools	SCEA	Y	Y	Y	Y		Y	N	Y	8/25/98	S12,P2,F5,MP,C	25,068-53,824
Allegan County ISD	ESA	Y	Y	Y	Y		Y	N		8/31/99	S12,P2,F3,H,Dn,Vn,Va,LtD,Li,L	26.127-46,740
Allegan Public Schools	AEA	Y	Y	Y	Y	Y	Y	N		6/30/99	S+F+P15,H,D,V	26,097-50,395
Allen Park Public Schools	APEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/98	S15,F3,M5,Fam3,Prof1,Li,H,LtD,D, V,A	36,883-68,340
Allendale Public Schools	AEA	Y	Y	Y	Y		Y	Y	Y	6/30/99	S15,F3,P1,Prof1,H,Dn,V,LtD,Li, ERInc,T	29,283-54,634
Alma Public Schools	AEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S10,F3,P2,H,D,V,Li,LtD,L	26,695-48,585
Almont Community Schools	AEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/99	S10,P3,Prof1,F3,ERInc,Li,Hn,D,V,L	28,204-58,635
Alpena Public Schools	AEA	Y	Y	Y	Y		Y	C	Y	8/31/01	S15,F5,P2,Prof1,Hn,Dn,Vn,Li,LtD,L	27,143-53,472
Alpena-Montmorency-Alcona ESD	AMAFT	Y	Y	Y	Y		Y	N		8/28/99	S15,P3,F4,Hn,Dn,Vn,LtD,Lia,T	30,259-58,169
Anchor Bay School District	MEA Local 1	Y	Y	Y	Y		Y	N	Y	8/31/99	S11,F4,Prof3,H(n),LtD,Dn,Vn,COLA	31,124-57,118
Ann Arbor Public Schools	AAEA	Y	Y	Y	Y	Y	Y	N	Y	8/25/99	S10+,P2,Prof,MP/C,L	26,690-62,700
Arenac Eastern Schools	No contract									- -		
Armada Area Schools	AEA	Y	Y	Y	Y		Y	N		8/31/97	S+Fam30+,P3,LtD,F5,MP/C,L	27,845-57,785
Ashley Community Schools	No contract									- -		
Athens Area Schools	AEA	Y	Y	Y	Y		Y	N	Y	8/25/99	S10, P2,Prof2,F5,T50%,ERInc,L, MP/C	26,900-47,400
Atherton Community Schools	AEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+F12,P2,EMERG,Li,LtD,H,D, V,A	30,000-53,200+
Atlanta Community Schools	NMEA	Y	Y	Y	Y		Y	Y		8/31/98	S+Fam10,F3,P3,L,MP/C, ERInc	25,718-43,392
Augres-Sims School District	ASEA	Y	Y		Y				Y	6/30/99	S10, P2,Prof1,F3,ERInc,L,MP/C	28,400-43,700
Avondale School District	No contract									- -		
Bad Axe Public Schools	TCBA	Y	Y	Y	Y		Y	N		8/24/98	S+Fam10,MP	24,550-49,450
Baldwin Community Schools	BEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam+F+P14,MP/C,L	24,194-43,065
Bangor Public Schools	BEA	Y	Y	Y	Y		Y	N	Y	8/22/00	S+Fam10,P2,F3,MP/C	25,850-48,870
Bangor Township School District	No contract									- -		
Baraga Area Schools	CCEA	Y	Y	Y	Y		Y	N	Y	9/1/00	S+Fam+F12,P1-4,Prof,L,H,D,V,Li, ERInc	24,700-47,700
Bark River-Harris Schools	UPEA	Y	Y	Y	Y		Y	C	Y	6/30/98	S+P15,Prof,L,MP/C	25,850-45,500

Please see pages 53-56 for key.

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Barry ISD	BIEA	Y	Y	Y			Y	Y		8/15/00	S+Fam10,F1-5,P2,Prof2,L,Hn,Dn, Vn,Lin,LtDn,T	27,856-52,033
Bath Community Schools	ICEA	Y	Y	Y	*Y		Y	C	Y	Ext 3/31/98	S+Fam+F11,P2,Prof1,t,L,MP/C	27,000-48,026
Battle Creek School District	BCEA	Y	Y	Y	Y		Y	Y		6/30/00	S+Fam10,P1F3,L,MP/C	26,419-54,285
Bay City Public School District	BCEA	Y	Y	Y	Y		Y	N	Y	8/15/00	S+Fam+P16,F1-3,MP/C	STILL BARG
Bay-Arenac ISD	BAEA	Y	Y	Y	S		Y	N		6/30/99	S12,F3,Prof2,P2,L,T,H,Dn,Vn,Li,Le	27,980-54,411
Beal City Schools	BCEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam10,P3,F3,MP/C,L	25,955-43,524
Bear Lake Schools	BLEA	Y	Y	Y	Y		Y	N	Y	7/1/99	S+Fam10,F5,P2,L,H,LtD,D,Li,A	26,767-49,136
Beaver Island Community Schools	BIEA	Y	Y	Y	Y		Y	N		8/31/98	S+Fam+F,15,P2,MP/C,Lia,Le	27448-51973
Beaverton Rural School	BEA	Y	Y	Y	S		M	N	Y	6/30/98	S+Fam10,P2,HDV=$	24630-48471
Bedford Public Schools	BEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam10/20,F5,P2,H,D,V,L	26,627-53,664
Beecher Community Schools	BEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S10,P1,F3,+MP/C,L	27,717-54,286
Belding Area Schools	BEA	Y	Y	Y	Y		Y	N	Y	8/21/98	S+Fam+F+P15,H,D,V,LtD	
Bellaire Public Schools	NMEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+Fam+F10,P+Prof4,L,MP/C	
Bellevue Community Schools	ECEA	Y	Y	Y	Y		Y	N		7/1/99	S+Fam10,P2	23,461-45,153
Bendle Public Schools	No contract									- -		
Bentley Community Schools	Local 10 MEA	Y	Y	Y	Y		Y	N	Y	8/30/98	S+Fam+P10,F3,MP/C,L	26,266-53,842
Benton Harbor Area Schools	No contract									- -		
Benzie County Central Schools	BCCEA/NMEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam+F12,P2,L,MP/C	25,757-49,418
Berkley School District	BEA	Y	Y	Y	Y		Y	N	Y	8/25/99	S+P13,MP/C,L	28,855-63,696
Berrien ISD	BCIEA	Y	Y	Y	Y		Y	N		6/30/00	S+Fam+P14,F5,Hn,Li,LtD,Dn,Vn	33,063-52,439
Berrien Springs Public Schools	BSEA	Y	Y	Y	Y		Y	N		6/30/99	S10,P2,Hn,Dn,Li,LtD,Dn,Vn	27,132-46,970
Bessemer Area School District	BEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+P10,F3,,Prof3,MP/C, ERInc,L	24,663-46,498
Big Bay de Noc Schools	UPEA	Y	Y	Y	Y		Y	N		8/31/98	S+Fam+F10,P3,Prof1,Hn,Li,Dn,Vn	24,696-46,403
Big Rapids Public Schools	BREA	Y	Y		Y				Y	8/24/01	S+Fam+F+P10,Prof,MP/C	26,991-52,036
Birch Run Area Schools	BREA	Y	Y	Y			Y	N	Y	8/15/01	S+Fam+Emer12,P2,Sev,L,MP/C	27,315-51,365
Birmingham School District	BEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+F12,P3,REL2,FLEX,L,Li, LtD,Dn,V	30,019-69,790
Blissfield Community Schools	LCEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+Fam+F10,P2,Prof,L,H,D,V,LtD,Li,E RInc,Sev	29,418-51,104
Bloomfield Hills Schools	BHEA	Y	Y	Y	Y		Y	N	Y	8/27/99	S+Fam+P+REL+F+Spec leave11, FLEX,Dn,Vn,Li,LtD,StD,L,Sev	28,016-70,633
Bloomingdale Public Schools	VBCEA	Y	Y	Y	Y		Y	N	Y	8/17/99	S+Fam+P+F12,H,Dn,Li	26,245-47,313
Boyne City Public Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam10-12,F4,Prof1,Hn,LtD,Li,Dn, V,ERInc,Sev	26,871-54,216
Boyne Falls Public Schools	NMEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+Fam10,F3,Prof2,P2,MP/C	Not Curr Sched
Branch ISD	BIO	Y	Y	Y	Y		N	N		3/31/99	S11,F5,Hn,Dn,Li,StD,LtD,403B	31,283-54,406
Brandon School District	BEA	Y	Y	Y	Y		Y	Y	Y	8/30/00	S+Fam10,F3,P2,Sev,T,MP/C	27,789-58,915
Brandywine Public Schools	BEA	Y	Y	Y			Y	N		6/30/98	S+Fam+F10,P2,HDV=$499.25/mo	25,711-46,534
Breckenridge Community Schools	MMEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam10,P2,F5,L,ERInc,MP/C	27,712-55,671
Breitung Township Schools	UPEA/MEA	Y	Y	Y	Y		Y	N		6/30/99	S+Fam+F10,P3,L,ERInc,MP/C	25436-54341

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Bridgeport-Spaulding Community Schools	BEA	Y	Y	Y	Y		Y	N	Y	8/31/07	S+Fam+F13,P2,T,MP/C,MERIT	28,065-53,357
Bridgman Public School District	B 5-C EA	Y	Y	Y	Y		Y	N		8/20/97	S+Fam10,P2,Prof3,F5,MP/C	26,393-50,147
Brighton Area Schools	WLEA/Brighton	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+P12,F5,MP/C	31,668-62,422
Brimley Area Schools	BEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam+F+P13,ERInc,MP/C	22,777-45,130
Britton-Macon Area School	BMEA	Y	Y	Y	Y		Y	N		6/30/00	S10,P2,F5,Sev,MP/C	28,288-51,654
Bronson Community Schools	4-C Unifed BA	Y	Y	Y	Y		Y	N		6/30/98	S+Fam12,P2,F5,Lia,H,Dn,Vn,/C	26,970-50,709
Brown City Community Schools	No contract									- -		
Buchanan Community Schools	No contract									- -		
Buckley Community Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+F12,P+Prof3,MP/C,	25,284-41,714
Buena Vista Schools	BVEA	Y	Y	Y	Y		Y	N	Y	6/30/01	S+Fam+P10,Prof3,Rel1,Hn,Li,Dn, LtD,Vn,L	30,494-56,910
Bullock Creek School District	BCEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+F15,P2,L,H,Dn,/C,LtD,Li	25,404-50,238
Burr Oak Community Schools	BOEA/SMEA	Y	Y	Y	Y		Y	N		6/30/99	S+F10,Prof2,Lia,MP/C,L	22,197-31,001
Burt Township Schools	No contract									- -		
Byron Area Schools	BEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+P+F+11,H,LtD,Li,V,D,/C	30,196-52,300
Byron Center Public Schools	No contract									- -		
Cadillac Area Public Schools	CEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam+F12,P2,MP/C,L,ERInc	27,074-50,496
Caledonia Community Schools	KCEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam10,P,MP/C,T,Sev	30,513-63,162
Calhoun ISD	SCUBA	Y	Y	Y	Y		Y	Y		7/1/98	S+FAM,12,F3,RECR5,MP/C,Sev	26,742-53,443
Calumet Public Schools	CEA	Y	Y	Y	Y		Y	N		8/31/97	S+Fam10,P2,Prof5,F3,DRHTG,L, MP/C,R/D,ERInc	23,867-44,007
Camden-Frontier Schools	4-C Unified BA	Y	Y	Y	Y		Y	N	Y	No date	S+Fam+F10,P3,Sev,A,MP/C	26,167-44,613
Capac Community Schools	CEA	Y	Y	Y	Y		Y	N	Y	8/20/00	S+Fam13,F6,P2, MP/C,T	25,786-53,006
Carman-Ainsworth Community Schools	CAEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+P+Fam+F,MP/C,L,$=PTC+ RptCPkup+Rec day	30,263-61,128
Carney-Nadeau Public Schools	CNEA/UPEA	Y	Y	Y	Y		Y	N		8/31/98	S+Fam+F12,P2,Prof1,MP/C,T,Sev, ERInc	23,908-45,079
Caro Community Schools	CEA/MEA	Y	Y	Y	Y		Y	Y	Y	6/30/98	S+Fam+F,P12,Sev,MP/C,L	29,284-52,006
Carrollton Public Schools	No contract									- -		
Carson City-Crystal Schools	CCCEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+F+P8-12,L,MP/C	25,520-52,300
Carsonville-Port Sanilac Schools	TCBA	Y	Y	Y	Y		Y	Y	Y	8/31/98	S+Fam+P+F16,MP/C,L	27,669-48,415
Caseville Public Schools	CEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+F+P12,L,MP/C (w/deduct)	26,543-47,697
Cass City Public Schools	TCBA	Y	Y	Y	Y		Y	N	Y	8/15/98	S+Fam12,F3,P2,MP/C,Prof1	28,810-50,278
Cassopolis Public Schools	SMEA	Y	Y	Y	Y		Y	C		6/30/96	S+Fam10,P2,F5,T,L,H,D,Li,Sev	24,925-44,714
Cedar Springs Public Schools	KCEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S+Fam+F12+(F3)Sev,MP/C,COLA	28,725-62,545
Center Line Public Schools	CLEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam+F+P13,Ret,Hn,Dn,LtD,V,Li,L	31,723-68,134
Central Lake Public Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam+F12,MP/C,L	28,942-47,251
Central Montcalm Public Schools	CMEA	Y	Y	Y	Y		Y	Y	Y	6/30/98	S+Fam+F+P10,L,Sev,MP/C	26,626-51,852
Centreville Public Schools	SMEA	Y	Y	Y	Y		Y	C	Y	6/30/97	S+Fam10,P2,F4,MP/C	27,011-42,261

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Charlevoix Public Schools	NMEA	Y	Y	Y	Y		Y	C		8/31/99	S+Fam+P12,F5,Prof,T,ERInc,A, MP/C,R/D	28,176-55,568
Charlevoix-Emmet ISD	CEIEA	Y	Y	Y	Y		Y	N		8/15/00	S+Fam+P+Prof+F30,HDV= $628.48/mo,ERInc	29,939-61,415
Charlotte Public Schools	No contract									- -		
Chassell Township Schools	CCEA	Y	Y	Y	Y		Y	N		8/31/98	S+Fam+F12,Prof2,P2,MP/C,L,ERInc	25,143-46,319
Cheboygan Area Schools	NMEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam+P12,MP/C; ERInc	26,000-51,253
Cheboygan-Otsego-Presque Isle ISD	COPIFT	Y	Y	Y	Y		Y	N		6/30/98	S+Fam10,P3,F4,ProfInc,Dues, JOBSHRG, ERInc,A	No Curr Sch
Chelsea School District	WLEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S+Fam10-20,F5,P2.5,Prof,Hn,Dn, V,Li	32,619-62,227
Chesaning Union Schools	MEA	Y	Y	Y	Y		Y	N	Y	7/31/99	S+Fam+P11,Sev,F5,Prof,Camp=P1, MP/C,L	27,232-49,591
Chippewa Hills School District	CHEA	Y	Y	Y	Y		Y	N	Y	9/11/00	S+Fam+F+P15,Prof2,MP/C,L, ERInc	25,870-49,087
Chippewa Valley Schools	CVEA	Y	Y	Y	Y		Y	N		8/31/00	S+Fam+Grad+P11,F5,Hn,D,Li,LtD,V, Ret,Sev,COLA	28,000-69802
Clare Public Schools	CEA	Y	Y	Y	Y		Y	Y	Y	6/30/98	S+Fam+F10,P2,Prof,Ret,MP/C,L	26,214-48,220
Clare-Gladwin ISD	No contract									- -		
Clarenceville School District	CEA	Y	Y	Y	Y		Y	N	Y	8/22/97	S+Fam10,F5,P4, Prof1,MP/C,Sev,L	29,297-58,954+
Clarkston Community Schools	CEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Famn10,F3-5,P2,Prof,Sev,Hn, Dn,LtD,Li,Vn,T	28,922-66,057
Clawson School District	CEA	Y	Y	Y	Y		Y	N	Y	8/26/98	S+Fam+F+P14,Prof,Sev,MP/C	29,842-60,036
Climax-Scotts Community Schools	KCEA	Y	Y	Y	Y		Y	N		6/30/00	S+Fam10,P2,F3,MeritLeave, MP/C,Ret	22,400-49,553
Clinton Community Schools	LCEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam+P11,F5,Prof,L,MP/C,ERInc	27,324-49,543
Clinton County ISD	CIEA	Y	Y	Y	Y		Y	N		6/30/97	S+Fam+P12,F3,MP/C,Sev	28,208-47,616+
Clintondale Community Schools	LOC 1	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+P12,Prof,COLA,ERInc, MP/C	26,000-65,290
Clio Area Schools	LOC 10	Y	Y	Y	Y		Y	N	Y	8/15/98	S+Fam+F10,P2,MP/C	26,000-65,290
Coldwater Community Schools	CEA	Y	Y	Y	Y		Y	N	Y	7/1/98	S+Fam10,P2,F5,Hn,Dn,Vn,L	30,356-53,541
Coleman Community Schools	CEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/99	S+Fam+F9,P3,MP/C,ERInc,L	24,055-46,913+
Coloma Community Schools	NBCEA	Y	Y	Y	Y		Y	Y	Y	6/30/99	S+Fam+F12,P2,Prof,MP/C	24,461-45,742
Colon Community Schools	SWEA	Y	Y	Y	Y		Y	N		8/15/97	S10,F5,P2,Hum,MP/C,L,T	23,477-38,990+
Columbia School District	No contract									- -		
Comstock Park Public Schools	KCEA	Y	Y	Y	Y	Y	Y	C	Y	8/31/99	S+Fam11,P2,F3,STD,RET,L, JOB SHRG,MP/C	28,045-57,307
Comstock Public Schools	KCEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam10,P2,F3,MP/C,L,ERInc	24,901-50,549
Concord Community Schools	JCEA	Y	Y	Y	Y		Y	C	Y	8/31/99	S+Fam+F11,P3,Sev,L,MP/C	29,495-49,207+
Constantine Public Schools	SMEA	Y	Y	Y	Y		Y	C	Y	8/25/98	S+Fam+Grad10,F3,P2,Prof,MP/C,L	25,495-47,228+
Coopersville Area Public Schools	CEA	Y	Y	Y	Y	Y	Y	Y	Y	8/24/97	S+Fam+F15,Prof2,ERInc,Ret,MP/C	28,189-64,751+

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Coor ISD	CEA	Y	Y	Y	Y		Y	C		6/30/98	S+Fam+F12,Prof5,P2,Liab, ERInc,MP/C	ave of 4 dist
Copper Country ISD	CCIEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam12,Sev,Emerg,P2,F3,MP/C,L	25,724-46,219
Corunna Public Schools	SCEA	Y	Y	Y	Y		Y	Y	Y	6/30/01	S+Fam+F12,Prof,P2,MP/C, JOB SHRG,L	28,270-52,021
Covert Public Schools	No contract									- -		
Crawford AuSable Schools	CAFT	Y	Y	Y	Y		Y	N	Y	8/27/00	S+Fam+Grad8,P4,F5,Hn,Dn,Ret,A, Li,LtD,Vn,Dues,L	25,344-46,651+
Crestwood School District	CFT	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+F+P13,Hn,Dn,Li,LTG,Ret, JOB SHRG,Lia	32,133-62,960
Croswell-Lexington Schools	CLEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam+F+P15,Prof2,TLOAN, MP/C,Sev	24,465-50,529
Dansville Schools	ICEA	Y	Y	Y	Y		N	N		6/30/99	S+Fam10,MP,Le,L	28,062-48,936
Davison Community Schools	DEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S10,P2,F3,Lia,H,D,V,Li,LtD,A,At,Le	28,824-60,854
DeTour Area Schools	NMEA	Y	Y	Y	Y		Y	N		8/31/00	S+Fam13,F5,P4,H,D,V,L,ERInc	25,156-48,274
DeWitt Public Schools	ICEA	Y	Y	Y	Y		Y	Y	Y	8/23/97	S+Fam10,F5,H,LtD,Li,Dn,V,Le	29,485-54,930
Dearborn Heights School District	WC/MEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/00	H,D,V,Li,S5,F5,Fam5,P2,Le	33,296-71,626
Dearborn Public Schools	DFoT	Y	Y	Y	Y	Y	Y	N	Y	6/30/00	S+Fam10+F15,P3,L,T,Sev,LtD,Li, Vn,Dn	30,000-68,646
Decatur Public Schools	DEA	Y	Y	Y	Y		N	N	Y	6/30/99	S+F3+P3+Fam512,Lia,	25,395-44,755
Deckerville Community Schools	TCBA	Y	Y	Y	Y		Y	N	Y	8/22/00	S+Fam8+F511,P3,Prof6,H,D,V,Li, LtD,Le	26,522-45,385
Deerfield Public Schools	LCEA	Y	Y	Y	Y		N	N	Y	6/30/00	S10,F3,P1,Fam7,MP/C,Le,ERInc	27,564-50,399
Delta-Schoolcraft ISD	DSEA	Y	Y	Y	Y		Y	N		6/30/99	S12,P2,Prof,MP/C	24,718-55,368
Delton-Kellogg Schools	DKEA/SCUBA	Y	Y	Y	Y		Y	N	Y	8/25/01	S+Fam10,P2,F3,MP,Le,L	28,368-53,150
Detroit Public Schools	DFoT	Y	Y	Y	Y		N	N	Y	No Date	S15,F5,P5,LiA,A,Vn,Li,Hn,Dn,Le,T	30,537-56,408
Dexter Community Schools	DEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam10,P3,F3,Hn,Dn,Li,Vn,LtD,Le	31,874-66,459
Dickinson-Iron ISD	UPEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/98	S+Fam10,F3,P3,Prof,MP/C,ERInc	30,876-44,870
Dowagiac Union Schools	VCEA	Y	Y	Y	Y		Y	N		8/20/00	S+Fam+F+P12,ERInc,HDV=$,L	26,778-49,736
Dryden Community Schools	DEA	Y	Y	Y	Y		Y	C	Y	6/30/98	S+P+Fam12,MP,Prof2,L	27,929-59,429
Dundee Community Schools	DEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S12,Fam5,P3,F5,H,D,V,Li,LtD,L,Le	26,938-50,796
Durand Area Schools	SCEA	Y	Y	Y	Y		Y	N	Y	8/15/01	S+Fam+P+F15,Ret,MP/C,L	27,467-56,000
East China School District	ECEA	Y	Y	Y	Y		Y	C	Y	8/25/98	S+F13,Hn,Dn,Li,LtD,Vn,A,Le,Sev,L	29,335-61,593
East Detroit Public Schools	EDFoT	Y	Y	Y	Y		Y	N		9/6/00	S11,F3,Hn,Dn,Vn,Li,LtD,L,Sev	29,917-61,477
East Grand Rapids Public Schools	EGREA	Y	Y	Y	Y		N	N	Y	6/30/98	S10,F5,P2,H,Li,LtD,Dn,Lia,Sev,T,Le	29,099-60,817
East Jackson Community Schools	EJEA	Y	Y	Y	Y		Y	N		8/31/97	S+P+F+Fam12,MP,Le,L	28,360-49,704
East Jordan Public Schools	EJEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S12,F5,P2,MP,A,ERInc,Sev	27,140-52,109
East Lansing Public Schools	ELEA	Y	Y	Y	Y		Y	C	Y	6/30/98	S10,F5,P2,A,Li,Dn,Hn,V,SeV	28,647-56,006
Eastern Upper Peninsula ISD	EUPIEA	Y	Y	Y	Y		Y	N		6/30/98	S+Fam15,F3,P3/6,T,H,Dn,Li,LtD	26,198-48,841
Eaton ISD	ECEA	Y	Y	Y	Y		Y	N		6/30/98	S+Fam10,F10,Prof,P2,MP/C, JOB SHRG	26,384-49,926
Eaton Rapids Public Schools	EREA	Y	Y	Y	Y		Y	C	Y	6/30/98	S12,F4,P4,A,L,ERInc,MP	24,324-52,167

Please see pages 53-56 for key.

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Eau Claire Public Schools	ECEA	Y	Y	Y	Y		Y	N		8/31/99	S+Fam+F+12,P2,A,MP,ERInc,Le	22,446-43,642
Ecorse Public Schools	EFoT	Y	Y	N	Y	Y	Y	N	Y	8/31/99	S+F+M+P15,F3,L,Le,Hn,Dn,Vn,Li,A, Sev	30,129-60,515
Edwardsburg Public Schools	SMEA	Y	Y	Y	Y		N	Y	Y	6/30/99	S10,F3,P2,Le,MP	27,161-46,631
Elk Rapids Public Schools	NWEA	Y	Y	N	Y		Y	C	Y	8/31/97	S+Fam10,F5,P2,MP	26,512-51,301
Elkton-Pigeon-Bay Port Schools	TCBA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+F10,P2,Prof,L,Hn,Dn,Vn, LtD,Li,A	27,161-49,173
Ellsworth Community Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+F+Fam14,MP,L,ERInc	26,881-43,273
Engadine Consolidated Schools	EEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S13,F5,Fam3,P3,ERInc,Sev,MP,Le	23,415-46,825
Escanaba Area Schools	EEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+F15,Sev,ERInc,MP/CA	28,530-59,522
Essexville-Hampton Public Schools	EHEA	Y	Y	Y	Y		N	N	Y	8/31/00	S+Fam12,P2,H,D,Li,V,A,LtD,F5,Le	26,436-61,539
Evart Public Schools	EEA	Y	Y	Y	Y	Y	Y	Y	Y	8/15/99	S+F+Fam12,P2,MP,ERInc,L,Le,T	26,287-45,016
Ewen-Trout Creek Schools	EWCEA	Y	Y	Y	Y		Y	N		6/30/00	S+Fam10,P3,F5,Prof,H/Hn,D,V, LtD,ERInc	24,736-45,437
Fairview Area Schools	FEA	Y	Y	N	Y		Y	N	Y	8/31/99	S+Fam10,P3,F3,Sev,L,Hn,Dn,Vn,LtD	25,765-44,505
Farmington Public Schools	FEA	Y	Y	Y	Y		Y	Y	Y	8/30/98	S+Fam+F+P12,Prof,Sev,JOBSHRG,Li ,HN,LtD,Dn,V,L,Ret	32,105-66,704
Farwell Area Schools	FEA	Y	Y	Y	Y		Y	Y	Y	9/30/97	S+Fam10,F3,P3,MP/C*,Prof,A, ERInc,Le,L	24,771-44,723
Fennville Public Schools	FEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+F10,P1,Prof,MP/C	23,974-42,324
Fenton Area Public Schools	FEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam+F10,P2,MP/C,L,JOBSHRG	28,589-57,963+
Ferndale School District	FEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+F13,P3,MP/C,JOBSHRG	25,360-49,399
Ferry Community Schools	No contract									- -		
Fitzgerald Public Schools	FEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam+P15,Ret,Hn,Dn,Li,Vn,LtD,A	31,281-65,090
Flat Rock Community Schools	FREA	Y	Y	Y	Y		Y	N		8/31/00	S+Fam11,P3,F3,Ret,Sev,MP/C	30,039-60,968
Flint Community Schools	UTF	Y	Y	Y	Y	Y	Y	N	Y	*8/31/00	S+Fam+F12,P2,Prof,MP/C,Ret,L	23,414-58,737
Flushing Community Schools	Local10	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+P10,F3,MP/C,	29,195-60,770
Forest Area Community Schools	FAEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam+F12,P3,Prof,T,ERInc,MP/C	25,159-47,182
Forest Hills Public Schools	FHEA	Y	Y	Y	Y	Y	Y	N	Y	8/28/98	S+Fam+F10,P2,EMERG,MP/C, ERInc,L	30,089-66,196
Forest Park School District	FPEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam13,F3,P3,Prof,L,Hn*,Dn*, Vn*,Li,ERInc	23,509-46,855+
Fowler Public Schools	ICEA	Y	Y	Y	Y		Y	N		8/31/00	S+Fam+F12,P2,Prof,Sev,Hn,Cn,V, LiLtD,JOBSHRG,ERInc	25,103-44,318
Fowlerville Community Schools	FEA	Y	Y	Y	Y		Y	C	Y	8/31/99	S+Fam10,P3,F5,Sev,L,MP/C, ERInc,Lia	28,123-54,771
Frankenmuth School District	FTPO	Y	Y	Y	Y		Y	N	Y	8/24/00	S+Fam+F11,P2,Hn,Dn,Vn,LtD,Li	28,460-57,555
Frankfort-Elberta Area Schools	FEEA	Y	Y	Y	Y		Y	Y	Y	8/31/98	S+Fam+F10,P2,MP/C,L,Sev	26,642-48,727
Fraser Public Schools	Local1	Y	Y	Y	Y		Y	N	Y	8/31/00	S+P12,COLA,L,Li,LtD,Dn,H*,V,Prof	31,692-65,985
Free Soil Community Schools	No contract									- -		
Freeland Community Schools	FEA	Y	Y	Y	Y	Y	Y	Y	Y	8/15/99	S+Fam10,P3,F5,L,MP/C,Sev	28,291-50,639

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Fremont Public Schools	FEA	Y	Y	Y	Y		Y	N	Y	8/18/97	S+Fam10,P2,F3,Prof,JOB SHRG, ERInc,MP/C	28,591-57,182
Fruitport Community Schools	FEA	Y	Y	Y	Y		Y	N	Y	8/24/99	S+F11,P2,F5,Ret,MP/C	28,729-61,193
Fulton Schools	FEA	Y	Y	Y	Y		Y	C		8/31/98	S+Fam+F10,P3,Prof,Sev,MP/C,Hn	26,236-48,510
Galesburg-Augusta Schools	KCEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam10,P2,F3,MERIT,MP/C	23,760-47,520
Galien Township School District	No contract									- -		
Garden City Public Schools	GCEA	Y	Y	Y	Y		Y	N	Y	*8/31/99	S+Fam+P13,Li,DepLi,LtD,Hn,Dn, Vn,A	32,347-70,840+3%
Gaylord Community Schools	NMEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam10,P2,F5,MERIT,Lia,MP/C, Sev,Ret	29,065-50,542
Genesee ISD	GIEA	Y	Y	Y	Y		Y	N		8/28/00	S+Fam+P+F13,H/Hn,A,LtD,D,V,L	30,357-61,731
Genesee School District	Local10	Y	Y	Y	Y		Y	N	Y	8/25/98	S+P+F10,MP/C	26,840-57,365
Gerrish-Higgins Schools	REA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+F+P15,Prof,Hn,Dn,Vn,LtD, Li,ERInc	25,030-48,108
Gibraltar School District	GEA	Y	Y	Y	Y		Y	N	Y	*8/15/01	S7,P4,Prof,F3,Ret,JOBSHRG, COLA,L,MP/C	27,003-61,440
Gladstone Area Schools	UPEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/99	S+Fam+F12,P3,ERInc,Lia	26,705-53,844
Gladwin Community Schools	GEA	Y	Y	Y	Y	Y	Y	Y	Y	8/20/99	S+Fam+F12,Prof,P3	26,584-53,155
Glen Lake Schools	GLFT	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam8,B2,P2,F4,Hn,Dn,Vn,LtD, ERInc,L	28,222-49,492
Gobles Public Schools	VCEA	Y	Y	Y	Y		Y	N	Y	8/22/98	S+Fam+F12,Prof,P2,Sev,MP/C,	26,339-47,967
Godfrey-Lee Public Schools	KCEA	Y	Y	Y	Y		Y	Y	Y	8/31/97	S+Fam+F+P15,MP/C,T,ERInc,	27,727-57,396
Godwin Heights Public Schools	GHEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam+F+Emerg+P12,MP/C,L	29,803-60,557
Gogebic-Ontonagon ISD	GOIEA	Y	Y	Y	Y		Y	C		*8/22/99	S+Emerg+P+Fam15,H,Dn,T,ERInc,L	24,919-48,487
Goodrich Area Schools	Local10	Y	Y	Y	Y		Y	N	Y	*7/31/00	S12,F5,P3,L,MP/C	26,966-55,937
Grand Blanc Community Schools	GBEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+F+P11,MP/C,Sev,L	28,045-59,145
Grand Haven Area Public Schools	No contract									- -		
Grand Ledge Schools	ECEA	Y	Y	Y	Y		Y	C	Y	8/31/97	S+Fam+F+P12,Prof,L,MP/C	26,324-53,964
Grand Rapids Public Schools	GREA	Y	Y	Y	Y	Y	Y	N	Y	8/21/00	S+Fam+F10,P3,ERInc,T,MP/C,L	29,262-53,035
Grandville Public Schools	KCEA	Y	Y	Y	Y		Y	N	Y	6/1/99	S10, F5, Fam2, P2,MP	30,337-63,022
Grant Public Schools	GEA	Y	Y	Y	Y	Y	Y	Y	Y	6/30/00	S+Fam11,F5,P3,Ret,MP/C	28260-56,396
Grass Lake Community Schools	JCEA	Y	Y	Y	Y	Y	Y	Y	Y	8/15/97	S+Fam+F10,Prof,P2,MP/C,L,ERInc	27,794-50,876
Gratiot-Isabella RESD	Not reviewed									- -		
Greenville Public Schools	GEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/99	S+Fam10,F5,P3,L,H,Dn,V,Li,LtD	28,348-52,683
Grosse Ile Schools	GIEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+P+F+Fam12,LtD,Hn,Li,Dn,Vn,Ret	31,762-66,065
Grosse Pointe Public Schools	GPEA	Y	Y	Y	Y		Y	N	Y	*8/31/00	S10/Unltd,P2,F5,Fam2,Prof, COLA,MP/C,L	31,895-70,881
Gull Lake Community Schools	KCEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+F10,P2,Prof,Sab,MP/C,L	23,548-49,020
Gwinn Area Community Schools	GEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam,F+P10,Prof,Sev,ERInc, MP/C,Dep Li,L	24,952-53,398
Hale Area Schools	HFT	Y	Y	Y	Y		N	N		6/30/97	S+Fam5F5+P12,Le,T,Ahn,Dn,LtD, Sev,L	26,198-46,963

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Hamilton Community Schools	HEA	Y	Y	Y	Y	Y	N	N	Y	8/20/98	S+F+Fam+Prof10,P1,Sev,MP	28,786-56,708
Hamtramck Public Schools	HFT	Y	Y	Y	Y		Y	N	Y	8/28/95	S12, F3,P3,Sev,Hn,Dn,LtD,Li,Vn	No Curr Sch
Hancock Public Schools	CCEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S+F12,P2,Eri,Sev,MP	25,191-48,543
Hanover-Horton Schools	HHEA	Y	Y	Y	Y		Y	N	Y	8/31/96	S+P+F11,Prof,H*	26,649-49,589
Harbor Beach Community Schools	HHEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S11,Fam4,P3,F3,Prof3,H*,D*V,Li,A	26,699-49,589
Harbor Springs Public Schools	HSEA	Y	Y	Y	Y			C		1997	S+Fam+F+P19,T,MP	28,499-63,226
Harper Creek Schools	SCUBA	Y	Y	Y	Y		Y	N	Y	8/27/98	S10,P2, F5,MP	27,494-53,570
Harper Woods School District	Local 1	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+P10,MPA,COLA,L	None
Harrison Community Schools	HEA	Y	Y	Y	Y		Y	N	Y	8/17/99	S10,P3,F5,Fam10,Sev,MP	25,269-49,977
Hart Public Schools	HEA	Y	Y	Y	Y		Y	N	Y	6/20/05	S10,P2,F5,MP,L	26,015-48,908
Hartford Public Schools	VBCEA	Y	Y	Y	Y		Y	C	Y	8/24/98	S+F810,H,L,P2	26,571-50,133
Hartland Consolidated Schools	WLEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam10,P4,F4,MP,L,COLA	30,548-63,558
Haslett Public Schools	HEA	Y	Y	Y	Y		Y	N	Y	8/15/98	S10,.Fam10,P2,F2,MP	29,946-54,781
Hastings School District	HEA	Y	Y	Y	Y	Y	Y	Y	Y	6/30/99	S+Fam10,P1,F3,ERInc,At	28,250-61,193MP/C
Hazel Park Schools	HPEA	Y	Y	Y	Y		Y	N	Y	*8/31/01	S+Fam+F+P12,L,Sev,JOBSHRG, MP/C	28,760-51,060
Hemlock Public Schools	HFT	Y	Y	Y	Y		Y	N		8/15/99	S+Fam+F+EMER12,P2,Hn,Dn,Li, LtD,Vn	27,156-48,318
Hesperia Community Schools	HEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/98	S+Fam10,F5,P8,Sev,MP/C	28,875-52,999
Highland Park Schools	No contract									- -		
Hillman Community Schools	NMEA	Y	Y	Y	Y		Y	N		8/31/97	S5,Fam5,F5,P2,Prof,ERInc,MP/C,L	25,274-46,965
Hillsdale Community Schools	4-CUBA	Y	Y	Y	Y		Y	N	Y	8/14/99	S+Fam+F9,P53,Prof,Ret,MP/C,T	26,134-52,952
Hillsdale ISD	Not reviewed									- -		
Holland Public Schools	HEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam15,F2,P2,Sev,MP/C,Ret, JOBSHRG	29,282-59,123
Holly Area Schools	HEA	Y	Y	Y	Y		Y	N		8/18/98	S+Fam+P10,F5,L,T,MP/C,	27,208-56,814
Holt Public Schools	ICEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S+Fam+F+P10,L,MP/C,Ret	30,075-58,050
Holton Public Schools	HEA	Y	Y	Y	Y	Y	Y	N	Y	8/23/97	S+Fam+EMERG10,P1,MP/C,ERInc	No Curr Sch
Homer Community Schools	No contract											
Hopkins Public Schools	HEA	Y	Y	Y	Y		Y	N	Y	8/18/99	S+Fam+F+P2,Prof,MP/C,L,A,ERInc	27,085-50,959
Houghton Lake Community Schools	HLEA	Y	Y	Y	Y		Y	Y	Y	6/30/98	S+Fam+F15,P3,Prof,Dues,MP/C, ERInc,L,Sev	24,474-41,859
Houghton-Portage Township Schools	CCEA	Y	Y	Y	Y		Y	N		8/31/00	S+Fam10,F3,P3,ERInc,MP/C,L,Ret	24,830-44,473
Howell Public Schools	WLEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam10,P2,Sev,MP/C	27,033-58,070
Hudson Area Schools	LCEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam10,F5,P2,T,ERInc,L,A,Sev, MP/C	31,197-54,350
Hudsonville Public Schools	HEA	Y	Y	Y	Y		Y	Y	Y	8/31/97	S+Fam+F+P10,Sev,ERInc,MP/C	29,637-59,612
Huron ISD	Not reviewed									- -		
Huron Schools	HEA	Y	Y	Y	Y	Y	Y	Y	Y	8/31/97	S+Fam+F11,P2,Prof,Sev,Ret,MP/C	29,445-56,956
Huron Valley Schools	HVEA	Y	Y	Y	Y		Y	N	Y	8/20/00	S+Fam10,F5,Prof,Sev,ERInc,MP/C	27,561-60,825

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Ida Public Schools	MCEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+F+P12,L,Sev(s days), MP/C,T	26,406-49,212
Imlay City Community Schools	ICFT	Y	Y	Y	Y		Y	N	Y	8/31/00	S10,P2,F1-5,Prof,Hn,Dn,Vn,LtD,L	28,090-58,220
Ingham ISD	NOT R									- -		
Inkster Public Schools	No contract									- -		
Inland Lakes Schools	ILEA/NMEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S11,Prof,F5,P2,MP/C,COLA,T,L, Lic,Chair$,ERInc	24,201-46,638
Ionia County ISD	NOT R									- -		
Ionia Public Schools	IEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+P+Fam+F11,Prof,L,MP/C	26,693-48,716
Iosco ISD	NOT R									- -		
Iron Mountain School District	UPEA	Y	Y	Y	Y		Y	N		6/30/98	S+F10,P3,Prof,L,ERInc,MP/C	23,950-47,187
Ironwood Area Schools	IEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam12,F3,Community2,Sev,H,D, Li,/C,ERInc	26,491-49,856
Ishpeming School District No. 1	IEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam12,F5,P2,MP/C,ERInc,Sev	23,452-51,595
Ithaca Public Schools	IEA	Y	Y	Y	Y		Y	C	Y	6/30/00	S+Fam10,P2,EMERG,Prof,MP/C	27,285-54,270
Jackson ISD	JIEA	Y	Y	Y	Y		Y	N	Y	8/14/99	S+Fam12,F3,P3,Prof,MP/C	31,470-66,674
Jackson Public Schools	JEA	Y	Y	Y	Y		Y	C	Y	8/24/97	S+Fam+P12/17,F5,L,MP/C,ERInc	25,194-63,936
Jefferson Schools	JEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+M12/15,P2,F5,Prof,Sev,L, MP/C	
Jenison Public School	JEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+F10,P2,T,Prof,MP/C, ERInc,Sev	30,152-61,453
Johannesburg-Lewiston Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/21/99	S+Fam12,P4,F2-5,ERInc,L,MP/C	29,167-50,517
Jonesville Community Schools	No contract									- -		
Kalamazoo School District	KCEA	Y	Y	Y	Y		Y	Y	Y	- -	S+Fam10,P4,F5,MP/C,Sev,T	26,855-56,664
Kalamazoo Valley ISD	Not reviewed									- -		
Kaleva Norman Dickson School District	KNDEA	Y	Y	Y	Y		Y	N		8/31/00	All leaves12,T,MP/C,L	27,371-48,151
Kalkaska Public Schools	No contract									- -		
Kearsley Community Schools	KEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+F+P10,T,Prof,Li,H,LtD,Dn, V,L	28,259-60,850
Kelloggsville Public Schools	KCEA	Y	Y	Y	Y		Y	N	Y	8/21/98	S+Fam+P12,F5,Prof5,Sev,I,T,H,Li, Dn,LtD,Vn	30,497-57,030
Kenowa Hills Public Schools	KHEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam - P+F13,Prof,MP/C,T,ERInc,	29,947-63,488
Kent City Community Schools	KCEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam+F+Prof13,P2H,Dli,LtD,Vn, ERInc	28217-58093
Kent ISD	KCEA	Y	Y	Y	Y		Y	N		8/31/99	S+Fam12,P2,F5,Prof,Sev,T,MP/C	30,568-62,359
Kentwood Public Schools	KCEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam12,F5,Prof,T,MP/C,Sev	30,228-64,084
Kingsley Area Schools	KFT	Y	Y	Y	Y		Y	N	Y	No Date	S+Fam10,P2,F3,Prof,Sev,T,Hn,Li, LtD,Dn,Vn,ERInc	28,748-49,062
Kingston Community Schools	Tri-County BA	Y	Y	Y	Y		Y	C	Y	8/31/99	S+Fam+P11,F2-3,MP/C	27,379-48,637
L'Anse Area Schools	CCEA	Y	Y	Y	Y	Y	Y	C	Y	8/31/00	S+Fam+F+P13,MP,Le,ERInc,L,T	23,956-43,723
L'Anse Creuse Schools	L1/MEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam11,F5,P2,H,D,V,Li,LtD,L,Le	28,521-65,931

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Laingsburg Community Schools	LEA	N	Y		Y					- -	S+Fam+F10,Hn,Dn,Vn,LtD,Li,L	
Lake City Area Schools	LCFoT	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+P3+F9,Hn,Dn,Vn,Li,LtD, ERInc	24,358-46,095
Lake Fenton Community Schools	L10/MEA	Y	Y	Y	Y	Y	Y	N	Y	7/1/00	S+P3+F13,Li,H,LtD,D,V,L,Le	28,719-61,434
Lake Linden-Hubbell Schools	CCEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam512,P2,F3,Hn,Dn,V,ERInc,L	23,550-43,578
Lake Orion Community Schools	LOEA	Y	Y	Y	Y		Y	N	Y	8/27/98	S+Fam+P10,F6,Hn,D,Li,LtD,L	27,203-64,768
Lake Shore Public Schools	LSFT	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+EMER+Wed+Rel12,P3,F5, Hn,Dn,Li,Vn,A,Sev,VAP,T	29,009-57,051
Lakeshore Public Schools	NBCEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam10+F5+P212,H,Dn,Vn,Li,T	28,770-50,358
Lakeview Community Schools	LEA	Y	Y	Y	Y	Y	Y	C	Y	7/1/99	S+Fam5+F5+P10,H,V,D,Li,LtD,A, Le,ERInc	26,489-47,415
Lakeview Public Schools	L1/MEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+Fam+F12,L,T,Lia,H,D,V,Li,LtD	31,662-63,464-
Lakeview School District	SCUBA/LEA	Y	Y	Y	Y		Y	N	Y	8/21/98	S+Fam10,P1,F3,L,A,MP/C,ERInc, T,JOBSHRG	27,521-60,603
Lake Ville School District	LEA	Y	Y	Y	Y		Y	N	Y	8/31/02	S+P12,F5,H,T,D,V,LtD	25,864-58,921
Lakewood Public Schools	LEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/97	S+Fam10 ,P+F3,Le	26,472-50,826
Lamphere Schools	No contract									- -		
Lansing Public Schools	LSEA	Y	Y	Y	Y		Y	C	Y	7/31/99	S+Fam+F10,P2,MP,Lia,Le	
Lapeer Community Schools	LEA	Y	Y	Y	Y		N	N	Y	6/30/98	S+Fam10,F3,P2.Le,H,LtD,Li,D,V,L	29,352-62,975
Lapeer County ISD	Not reviewed									- -		
Lawrence Public Schools	LEA	Y	Y	Y	Y		Y	N	Y	8/25/97	S+F+Fam10,P2,Prof,Sev,Le,MP/C,L	26,434-47,785
Lawton Community Schools	LEA	Y	Y	Y	Y	Y	N	N	Y	8/17/98	S+P1+Fam10,F5,MP	24,774-45,699
Leland Public Schools	LEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+Fam12,P3,ERInc,T,Lia,MP	28,882-50,832
Lenawee ISD	Not reviewed									- -		
Les Cheneaux Community Schools	LFT	Y	Y	N	Y		Y	N	Y	6/30/00	S+F+P12,P3,Hn,Dn,Vn,Ltd,Ret/Sev, ERInc	23,508-45,252
Leslie Public Schools	LEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam12,P2,F5,MP	27,193-50,849
Lewis Cass ISD	Not reviewed									- -		
Lincoln Consolidated Schools	LEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/97	S+Fam+F13,P2,Prof,MP/C,A, ERInc,L,Le,JOBSHRG	26,618-60,233
Lincoln Park Public Schools	No contract									- -		
Linden Community Schools	LEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+F+P12,MP,Le	26,708-56,857
Litchfield Community Schools	4CUBA	Y	Y	Y	Y	Y	Y	C	Y	6/30/98	S+Fam+F12,P3,MP,L	26,427-50,849
Littlefield Public Schools	NMEA	Y	Y	Y	Y	Y	Y	Y	Y	8/31/98	Prof2,P4,S+Fam+F8,MP,ERInc, L,Le	26,444-48,142
Livingston ESA	Not reviewed									- -		
Livonia Public Schools	LEA	Y	Y	Y	Y	Y	Y	N	Y	8/15/99	S+Fam+F10,Prof,P3,F3,Hn,Dn, Vn,A,Ret,L	31,910-65,748
Lowell Area Schools	LEA	Y	Y	Y	Y		Y	N	Y	8/23/99	S+Fam10+P12,Le,ERInc,MP	30,597-63,205
Ludington Area School District	LEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam10,P2,F4,MP/C,ERInc,Le, At,L	26,575-57,864

Please see pages 53-56 for key.

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Mackinac Island School District	MIEA	Y	Y	Y	Y		N	N		6/30/98	S+Fam+EMERG12,P3/5,F5,L, MP/C	25,112-45,498
Mackinaw City Public Schools	NMEA	Y	Y	Y	Y	Y	N	N	Y	8/31/00	Prof1,P2,S+Fam4+F10,H,A,Li,Dn, LtD,Vn	26,181-43,043
Macomb ISD	Not reviewed									- -		
Madison District Schools	MEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam,+F5,P2,H,Li,Dn,LtD,V,Le	27,725-58,646
Madison School District	LCEA	Y	Y	Y	Y	Y	N	C	Y	8/25/99	S+Fam+F10,H,D,V,LtD,Li,ERInc	29,597-53,613
Mancelona Public Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/31/97	P2,S+Fam+F12,MP,T,L,ERInc	24,449-40,872
Manchester Community Schools	WLEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam10+F15,MP,Le	27,324-61,072
Manistee Area Public Schools	MTA/MEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/98	P2,S+F+Fam15,At,ERInc	26,831-49,143
Manistee ISD	Not reviewed									- -		
Manistique Area Schools	UPEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/00	S+Fam5+F12,P3,ERInc	25,643-47,246
Manton Consolidated Schools	MEA	Y	Y	Y	Y		Y	N	Y	1997	S+Fam+F10,MP,ERInc	26,089-43,462
Maple Valley Schools	MVEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S+Fam10,F5,P2,MP,Le	23,278-47,905
Marcellus Community Schools	SMEA	Y	Y	Y	Y		N	N	Y	8/15/99	S12,P3,MP,Le	25,514-45,252
Marenisco School District	MTEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+F10,P3,H,D,V,A,Li,L,ERInc	26,280-42,496
Marion Public Schools	MSEA	Y	Y	Y	Y	Y	Y	N	Y	8/24/99	S+F10,P2,MP/C,Le	25,633-42,788
Marlette Community Schools	MEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+F15,P7,Hn,Dn,Li,V,A	26,509-51,343
Marquette Alger ISD	Not reviewed									- -		
Marquette Public Schools	No contract									- -		
Marshall Public Schools	SCUBA	Y	Y	Y	Y		Y	C	Y	8/25/98	S+Fam10,F3,ERInc,Le,Lia,MP	27,676-55,759
Martin Public Schools	MEA	Y	Y	Y	Y		Y	C	Y	6/30/96	S+F+Fam10,P2,Le,L,H,D,V,Li,LtD,T	25,575-48,549
Marysville Public Schools	SCCEA	Y	Y	Y	Y		Y	N	Y	8/30/97	S+Fam+F12,H,Li,V,LtD,Sev,L	25,932-54,218
Mason Consolidated Schools	MCEA	Y	Y	Y	Y	Y	Y	C	Y	8/31/98	S+F+Fam12,H,D,V,Le	26,817-49,020
Mason County Central Schools	MCCEA	Y	Y	Y	Y		N	C	Y	8/15/98	S+F10,P2,MP,L	27,023-56,249
Mason County Eastern Schools	MCEEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S+Fam+F10,MP,Le,Lia	25,281-45,175
Mason Public Schools	ICEA	Y	Y	Y	Y	Y	Y	C	Y	8/15/99	S+Fam+F12,P2,MP,L,Le	27,909-54,255
Mason-Lake ISD	Not reviewed									- -		
Mattawan Consolidated Schools	MEA/KCEA	Y	Y	Y	Y		Y	Y	Y	6/30/00	S12,F2,P2,H,Li,Dn,V	26,181-57,022
Mayville Community Schools	No contract									- -		
McBain Rural Agricultural Schools	MEA	Y	Y	Y	Y		N	N	Y	8/31/99	S+Fam11,P2,F1,Hn,Dn,Vn,Li,LtD,Le	25,964-46,126
Mecosta-Osceola ISD	Not reviewed									- -		
Melvindale-Northern Allen Park Schools	MFoT	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+P14,Hn,Dn,LtD,Li,Vn,Le,A	28,146-68,454
Memphis Community Schools	MEA	Y	Y	Y	Y		Y	C	Y	- -	S12,P2,Hn,Dn,V,LiLtD,Le,U	23,093-48,729
Mendon Community Schools	SMEA	Y	Y	Y	Y		Y	C	Y	8/15/00	S+Fam5+F4+P12,MP,Le	24,605-42,478
Menominee Area Public Schools	UPEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam10,P2,F4,ERInc,MP	25,436-51,844
Menominee County ISD	Not reviewed									- -		
Meridian Public Schools	MEA	Y	Y	Y	Y		Y	N	Y	- -	S12,F5,Fam5,LtD,,H,Li,Dn,Le,P3	24,047-47,216
Merrill Community Schools	No contract									- -		
Mesick Consolidated Schools	MEA	Y	Y	Y	Y		Y	Y	Y	8/31/98	S+Fam+F10,P2,H,D,V,Li,LtD,A, ERInc,Le	25,820-42,535

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Michigan Center Schools	JCEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+Fam12,F3,H,D,V,LtD,Li,Le	27,476-53,442
Mid Peninsula School District	MPEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+F+Fam9,P3,H,D,V,Li,A	22,750-47,920
Midland County ISD	Not reviewed									- -		
Midland Public Schools	MCEA	Y	Y	Y	Y		Y	N	Y	8/27/99	S12,P3,Fam5,F5,Li,Hn,Dn,LtD,V,Le	29,661-65,341
Milan Area Schools	MEA	Y	Y	Y	Y		Y	N	Y	8/15/98	S+Fam+F13,P3,Hn,Dn,Vn,LtD,Li, Le,Ath	30,570-58,820
Millington Community Schools	TCBA	Y	Y	Y	Y		N	C	Y	6/30/98	S+Fam5+F2+P3,12,F3,Hn,D,Li, LtD,V	31,050-57,341
Mio-AuSable Schools	NMEA	Y	Y	Y	Y		Y	Y	Y	8/31/98	S+Fam+P3+F212,MP	24,370-42,603
Mona Shores Schools	MSTEA	Y	Y	Y	Y		Y	N	Y	8/29/99	S+Fam10,F5,P2,L,A,H,D,V,Li, LtD,Le	29,895-56,412
Monroe County ISD	Not reviewed									- -		
Monroe Public Schools	MCEA	Y	Y	Y	Y		N	C	Y	8/31/01	S+Fam12,P2.F3,H,V,Dn,Li,Le	28,468-59,420
Montabella Community Schools	MEA	Y	Y	Y	Y		N	N	Y	6/30/98	S+Fam+F+P13,MP/C	24,473-44,319
Montague Area Public Schools	MTEA	Y	Y	Y	Y		Y	Y	Y	8/22/99	S+Fam10+P15,F5,MP,Le,Lia	27,652-52,831
Montcalm Area ISD	Not reviewed									- -		
Montrose Community Schools	MEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S12,Fam5,F5,MP,A,Le	27,256-56,661
Morenci Public Schools	LCEA	Y	Y	Y	Y	Y	Y	Y	Y	8/20/02	S+F5+P10,L,Le,MP	29,901-46,368
Morley-Stanwood Community Schools	MSEA	Y	Y	Y	Y		N	N	Y	8/31/00	S+Fam10,,P2,F3,MP,ERInc	26,470-49,076
Morrice Area Schools	SCEA	Y	Y	Y	Y		Y	Y	Y	6/30/98	S+P+F+Fam10,MP,Le,L,Sev	27,724-52,745
Mt. Clemens Community Schools	MEA Local1	Y	Y	Y	Y		Y	C	Y	8/31/97	S+F+P+Fam12,H,D,V,Li,LtD,Le	25,462-61,656
Mt. Morris Consolidated Schools	MMEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam9,P3,F5,MP	28,008-56,112
Mt. Pleasant Public Schools	MPEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/98	S+Fam10,F5,MP,Le,Lia	26,910-52,324
Munising Public Schools	MEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/02	S10,P3,MP,ERInc,Le	24,782-44,320
Muskegon Area ISD	Not reviewed									- -		
Muskegon Heights Schools	No contract									- -		
Muskegon Public Schools	MCTEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+F11,Prof,Sev,MP/C, ERInc,L	30,824-60,585
N.I.C.E. Community School District	NEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam11,F3,MP,ERInc	23,362-51,396
Napoleon Community Schools	NEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam10,P2,F4,MP	30,506-53,086
Negaunee Public Schools	UPEA	Y	Y	Y	Y		Y	N	Y	8/30/00	S+Fam5,P4,F5,MP,Le,Lia	23,949-52,688
New Buffalo Area Schools	NB5CEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S+Fam+F10,P2,MP,Le	25,708-48,497
New Haven Community Schools	SCEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/99	S+Fam10,P3+F5,MP,IREnc	26,337-51,677
New Lothrop Area Public Schools	NEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/00	S+Fam10,P3,F5,L,MP,Ale	28,375-59,202
Newaygo ISD	Not reviewed									- -		
Newaygo Public Schools	NDEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+P10,F6,T,L,Le,MP/C,ERInc,	24,621-50,473
Niles Community Schools	NDEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+P10,F6,Prof,Ret,MP/C,A	24,497-50,291
North Adams-Jerome Public Schools	No contract									- -		
North Branch Area Schools	NBEA	Y	Y	Y	Y	Y	Y	N	Y	8/26/97	S+Fam+F+P12,H,Dn,Li,V,ERInc,Le	27,451-57,266
North Central Area Schools	UPEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S10,P2,Fam,F,Le,MP,ERInc	22,729-36,382

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

North Dickinson County Schools	NDEA	Y	Y	Y	Y		Y	N		8/31/97	S10,P2,F5,T,ERInc,MP,ERInc	23,718-46,976
North Huron Schools	TCBA	Y	Y	Y	Y	Y	Y	N	Y	6/30/98	S+Fam+F10,P,MP,Lia,Le	26,833-46,364
North Muskegon Schools	NMEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S10,P1+,Fam+F5,A,ERInc,L,S,D,V,Li	28,392-54,053
Northport Public School	NEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam10+F10,P2,MP	28,167-50,635
Northview Public Schools	NEA	Y	Y	Y	Y		Y	N		8/31/00	S+Fam10,P2,Hn,Dn,Vn,LtD,Li	30,741-62,250
Northville Public Schools	NEA	Y	Y	Y	Y		Y	N	Y	8/31/98	Hn,Dn,V,Li,LtD,Lia,L,T,Le,A	30,414-65,759
Northwest School District	JCEA	Y	Y	Y	Y	Y	Y	Y	Y	6/30/98	S+Fam+F+M12,Le,MP	28,804-52,461
Norway-Vulcan Area Schools	UPEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam10,P2,MP,ERInc,L	27,176-48,861
Novi Community Schools	NEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam+F15,P4,Prof1,MP,L,Sev	30,151-48,992
Oak Park Public Schools	OPEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+F+Fam+P14,MP,A,Le	28,181-61,821
Oakland ISD	Not reviewed									- -		
Oakridge Public Schools	OEA	Y	Y	Y	Y		Y	Y		6/30/01	S+F10,P2,L Le,MP	29,006-50,147
Oceana ISD	Not reviewed									- -		
Okemos Public Schools	ICEA	Y	Y	Y	Y		Y	C	Y	7/31/99	S+Fam+F10,P2,MP,Le	29,291-56,784
Olivet Community Schools	OEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S+Fam5+F12,MP,A,Le	27,611-51,118
Onaway Area Schools	No contract									- -		
Onekama Consolidated Schools	OEA	Y	Y	Y	Y		Y	Y		8/31/97	S+Fam10,P2,MP,Le,A,ERInc	28,154-51,079
Onsted Community Schools	OEA	Y	Y	Y	Y	Y	Y	C	Y	8/14/00	S+Fam12,P2,F5,MP/C,T	27,923-52,752
Ontonagon Area Schools	No contract									- -		
Orchard View Schools	OVSEA	Y	Y	Y	Y		Y	C	Y	8/15/97	S+Fam+F10,P2,L,MP,ERInc	28,998-59,155
Osceola Township Schools	CCEA	Y	Y	Y	Y		N	N		8/31/98	S+Fam10,P3,F5,ERInc,Le,MP+,A,L	24,174-43,190
Oscoda Area Schools	OEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam12,P2,MP,ERInc,Le,L,T,A	26,766-51,580
Otsego Public Schools	OEA	Y	Y	Y	Y		N	N	Y	6/30/98	S10,P2,F5,Fam7,H,Dn,Vn	27,060-51,740
Ottawa Area ISD	Not reviewed									- -		
Ovid-Elsie Area Schools	OEEA/ICCEA	Y	Y	Y	Y		Y	N	Y	8/30/00	S+P12,F5,MP	25,400-47,783
Owendale-Gagetown Area Schools	TCBA	Y	Y	Y	Y	Y	N	N	Y	6/30/00	S+Fam10,P3,F5,MP	23,785-42,253
Owosso Public Schools	OEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam+F12,P2,MP,L,Le	29,589-54,155
Oxford Community Schools	OEA	Y	Y	Y	Y		Y	N	Y	8/30/98	S+Fam10,F4,P2+,Prof3,T	25,537-61,832
Parchment School District	PEA	Y	Y	Y	Y		Y	C	Y	6/30/98	S+Fam10,F5,P2,Le	26,012-52,563
Paw Paw Public Schools	PEA	Y	Y	Y	Y		Y	N	Y	8/27/97	S+Fam+F10,P2,MP	26,409-51,455
Peck Community Schools	PEA	Y	Y	Y	Y		Y	C	Y	8/31/98	S+Fam+F3+P2,H,Li,LtD,V,Dn	25,106-45,119
Pellston Public Schools	PC-NMEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam15,P2,F5,MP,Le	26,037-46,003
Pennfield School District	PEA/SCUBA	Y	Y	Y	Y		Y	Y	Y	8/15/99	S+Fam11,P2,F3,MP,Le	25,665-50,407
Pentwater Public Schools	PEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam10,F3,P2,H-,Dn,V,Li,L,Le	26,047-45,467
Perry Public Schools	PEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+F10,P2,MP,	27,012-49,432
Petoskey Public Schools	PEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+F+Fam11,P2,MP+,ERInc,Lia,Le	29,356-56,526
Pewamo-Westphalia Schools	PWEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/98	S+F+Fam11,P2,Le	27,856-52,299
Pickford Public Schools	PEA	Y	Y	N	Y		Y	N	Y	8/31/99	S+F+Fam12,P2,MP,L	22,473-41,867
Pinckney Community Schools	LEA/PU	Y	Y	Y	Y		Y	N	Y	8/31/98	S12,P2,F3,MP,Lia,L	31,809-60,568
Pinconning Area Schools	PEA	Y	Y	Y	Y	Y	Y	N	Y	*8/1/00	S+Fam10,F5,P3,Prof,U,Hn,Li,Dn, LtD,Le,A	27,324-53,356
Pine River Area Schools	PREA	Y	Y	Y	Y		Y	C	Y	8/31/00	S10,P2,MP,F3,LeL	26,564-42,780

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Pittsford Area Schools	PEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam+F15,MP,ERInc,T	29,496-48,971
Plainwell Community Schools	PEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S+Fam+F10,P2,H,Dn,Vn,L	26,754-48,389
Plymouth-Canton Community Schools	PCEA	Y	Y	Y	Y		Y	N	Y	8/28/98	S+Fam+F15,Hn,D,LtD,V,Li,T,L,Le	32,412-64,207
Pontiac School District	No contract									- -		
Port Hope Community Schools	PHEA	N	N	N	N		N	N		7/1/98	S10,P3,H,Dn,V,LtD,Li	25,629-44,697
Port Huron School District	PHEA	Y	Y	Y	Y		Y	N	Y	8/15/99	S+Fam+F10,H,DnV,Li	25,253-59,666
Portage Public Schools	PEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S10,Le,F3,H,Dn,Li,LtD,V,A	26,834-54,200+
Portland Public Schools	PEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+F+P12,U,A,Le,MP	26,760-54,971
Posen Consolidated Schools	NMEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S10,F4,P2,H+,Dn,LtD,Le,Sev	24,608-44,089
Potterville Public Schools	No contract									- -		
Quincy Community Schools	QEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam+F15,P2,EMERG,Prof,Hn,Li, Dn,LtD	27,732-51,568
Rapid River Public Schools	RREA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam14,P2,F3,MP,ERInc	25,661-46,923
Ravenna Public Schools	REA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+F10,P2,MP,ERInc,L,Le	29,920-51,196
Reading Community Schools	4-CUBA	Y	Y	Y	Y		Y	N		6/30/00	S+Fam11,F3,Prof,MP/C,L	26,616-46,766
Redford Union Schools	WC/MEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+F+Fam+P+Prof10,Vn,Dn,Hn,LtD, Li,Lia,L	32,870-68,127
Reed City Public Schools	RCEA	Y	Y	Y	Y	Y	N	Y	Y	6/30/00	S+Fam10,P2,F5,MP,Sev	25,566-52,258
Reese Public Schools	PREA	Y	Y	Y	Y	Y	Y	N	Y	8/29/98	S+Fam+P12,F5,MP,Le	27,145-49,402
Reeths-Puffer Public Schools	R-P EA	Y	Y	Y	Y		Y	Y	Y	8/31/98	S+Fam10,F5,P3,MP,Le	28,935-51,389+
Republic-Michigamme Schools	RMEA	Y	Y	Y	Y	Y	Y	C	Y	8/31/99	S10,F3,P3,H,D,V,LtD,ERInc,Sev,A	24,055-48,110
Richmond Community Schools	REA	Y	Y	Y	Y		Y	C	Y	8/31/97	S+Fam10,F5,P+Prof3,MP,A,Le	26,561-57,809
River Rouge School District	RREA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+F+P14,Hn,L,Dn,V,LtD,Li,A	30,760-68,452
River Valley Schools	RVEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+F+Fam10,P2,H,D	24,195-50,822
Riverview Community Schools	REA	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam12,P3,F5,Hn,Dn,Vn,Li,LtD,At	34,406-70,337
Rochester Community Schools	REA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam+F12,Hn,Dn,LtD,V,I,Eri,	29,774-70,248
Rockford Public Schools	KCEA/REA	Y	Y	Y	Y	Y	Y	N	Y	8/25/97	S10,P3,F5,Lia,Eri,T,MP	30,185-61,656
Rogers City Area Schools	NMEA/RCEA	Y	Y	Y	Y		Y	C	Y	6/22/05	S+Fam+F+P45,MP	25,474-43,152
Romeo Community Schools	No contract											
Romulus Community Schools	WCEA	Y	Y	Y	Y		Y	N	Y	6/16/05	S12,Sev,Hn,Li.LtD,V,A,D	31,221-66,332
Roseville Community Schools	RFT	Y	Y	Y	Y		Y	N	Y	8/31/98	S13,P3,F5,U, T,L,Le,Hn,Li,Dn,Vn,LtD	27,179-62,914
Royal Oak Public Schools	ROEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam15,F5+P3,Lia,Le,T,MP	30,920-67,639
Rudyard Area Schools	RFT	Y	Y	Y	Y	Y	Y	N	Y	6/30/97	S+Fam5+F3+P13,Hn,Li,Dn.,Vn,LtD	22,014-44,126
Saginaw ISD	SIFoT	Y	Y	Y	Y		Y	N		6/30/98	S5+V+M+Fam+F+Prof+15,P2,Hn, Dn,Vn,Lia,Le,LtD,Li,/C,A,	27,528-64,201
Saginaw City School District	SEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+M+F,Fam10,P2,H,D,V,LtD,A,L, Lia,Li,Le	26,496-61,421
Saginaw Township Community Schools	STEA	Y	Y	Y	Y		N	C	Y	7/31/99	S+P+Fam15,F3,Hn,D,V,LtD,Li,At, Lia,Le,Prof	28,241-64,237
Saline Area Schools	WLEA/SEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+F+Fam10-20,P2,MP/C,A,L,U, Va,Lia,Le,Prof3	33,551-62,388

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Sand Creek Community Schools	LCEA/SCEA	Y	Y	Y	Y		N	C	Y	8/31/01	S+Fam,F3+10,P3,Prof,Le,MP/C,A, L,Sev,T,ERInc	29,486-53,839
Sandusky Community Schools	SEA	Y	Y	Y	Y		Y	N	Y	6/30/99	S+Fam13,P3,F5,Le,H,D,V,LtD,L,Sev	26,644-48,488
Sanilac ISD	TBA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam12,F10,Prof1,Sev,P2 MP/C	28,497-52,097
Saranac Community Schools	SEA	Y	Y	Y	Y		Y	Y	Y	8/20/99	S+F+Fam10,P2,Prof,MP/C,A,L,Sev	26,050-50,035
Saugatuck Public Schools	STA	Y	Y	Y	Y		N	Y	Y	6/30/99	S+F+Fam10,H,D,V,LtD,Li,A,T	28,425-52,018
Sault Ste. Marie Area Schools	SEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	S16,P3,FAM3,F5,MP,ERInc, Le,ProfUnlimited	23,686-52,707
Schoolcraft Community Schools	KCEA	N	Y	Y	Y		Y	N	Y	8/31/00	S10,Funl,P2.5,T,MP	25,362-50,478
Shelby Public Schools	SEA	Y	Y	Y	Y		Y	C	Y	8/30/99	S+F+Fam15,Sev,MP,H,D,V,LtD,Li,Le	26,518-49,558
Shepherd Public Schools	SEA	Y	Y	Y	Y	Y	Y	Y	Y	6/30/98	S12+P2,Lia,MK,H,D,V,A,LtD,Li,L,Le	25,212-49,265
Shiawassee ISD	SIEA	Y	Y	Y	Y	Y	Y	N		8/29/99	S13,F5,Le,MP,A	29,257-53,684
South Haven Public Schools	SHEA	Y	Y	Y	Y		Y	N	Y	8/22/00	S12,P2, F3,Prof2,Fam3+,Le,At,A, MP/H,D,V,Li	26,695-50,470
South Lake Schools	SLEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S+P10,F3,A,MP,H,D,V,LtD,Li,Le	30,255-65,806
South Lyon Community Schools	SLEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam12,F5,P2,MP,A,L	29,767-57,821
South Redford Schools	SREA	Y	Y	Y	Y	Y	Y	N	Y	8/31/99	SUnl,Fam=Unl,F5,H,D,V,LtD,Li,A, ERInc,Sev	32,097-67,419
Southfield Public Schools	SEA	Y	Y	Y	Y	Y	Y	Y	Y	8/12/99	,S+Fam+F+P14,MP,A,L,Le,T	32,165-72,844
Southgate Community Schools	UToS	Y	Y	Y	Y		Y	N	Y	8/31/98	S+Fam10,F4,Hn,Dn,Vn,LtD,Li,Le	32,551-62,544
Sparta Area Schools	SEA	Y	Y	Y	Y	Y	Y	N	Y	8/16/99	S+P+Fam10,F3,H,Dn,V,LtD,Li,Le	No Curr Sch
Spring Lake Public Schools	SLEA	Y	Y	Y	Y		Y	Y	Y	6/30/98	S15,F10,P2,H,D,V,LtD,Li,Le,ERInc	30,432- 61,777
Springport Public Schools	SEA	Y	Y	Y	Y		N	C	Y	8/20/97	S+F+Fam10,Le,MP,L	27,227-47,100
St. Charles Community Schools	SCEA	Y	Y	Y	Y		Y	N		6/30/00	,S+F+Fam10,P2,Le,MP	27,877-50,386
St. Clair ISD	IEA	Y	Y	Y	Y		Y	C		6/30/97	S,15,F+Fam+P5+,H,Dn,V,LtD,LI,U,Le	26,348-54,739
St. Ignace Area Schools	SIEA	Y	Y	Y	Y	Y	Y	Y	Y	8/31/99	S+F+Fam11,H+,Dn,V,Li	22,971-43,991
St. Johns Public Schools	SJEA	Y	Y	Y	Y	Y	Y	C	Y	8/20/00	S+Fam13,P2,MP	29,119-51,070
St. Joseph ISD	SMEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/00	S+F10,P2,F5,H,D,V,LtD,Li	27,455-53,812
St. Joseph Public Schools	NBCEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/00	,S+Fam+P12,F5,HDV=$521.84/mo	27,007-54,445
St. Louis Public Schools	SLEA	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam10,P2,F5,,H,D,V,Li,LtD	27,254-52,982
Standish-Sterling Community Schools	SSEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S10,F1,P1,H,D,V,Li,Le	27,965-52,003
Stephenson Area Schools	UPEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/98	S+FaM+F10,P3,H,D,V,LtD,Li,Le, ERInc	22,455-44,911
Stockbridge Community Schools	ICEA	Y	Y	Y	Y		Y	N	Y	8/23/98	S+Fam10,F5,P2,MP,ERInc,L	26,883-50,010
Sturgis Public Schools	SMEA/SEA	Y	Y	Y	Y		Y	N		8/19/98	S+Fam10,P2 5,F3+,H,D,V,LtD,A	27,324-49,183
Summerfield Schools	MCEA	Y	Y	Y	Y	Y	Y	Y	Y	6/30/99	S+P+Fam+F12,H,D,V,Li,LtD, ERInc,Le	26,394-49,068
Superior Central Schools	SCEA	Y	Y	Y	Y		Y	N		6/30/00	S+Fam+F+EMERG11,P3,Sev,MP/C	24,050-44,260
Suttons Bay Public Schools	MNEA/SBEA	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam10,F5,P2,ERInc,H+,D,V	26,250-47,326
Swan Valley School District	SVEA	Y	Y	Y	Y	Y	Y	N	Y	8/15/99	S+Fam+F+M+P10,Le,H,D,V,LtD,Li, A,L,Le,ERInc	26,705-52,281

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Swartz Creek Community Schools	SCEA	Y	Y	Y	Y		N	N	Y	8/31/97	S+F3+Fam+P14,H,D,V,A,LtD,Li, Le,ERInc	29,893-58,065
Tahquamenon Area Schools	TAEA	Y	Y	Y	Y		Y	N	Y	8/31/00	S11,P2,H+,D,V,LtD,Li,A,ERInc,Sev	23,316-46,678
Tawas Area Schools	TAFoT	Y	Y	Y	Y	Y	Y	N		6/30/98	S=Unl,P2,Hn,Dn,Vn,ERInc,Le,LtD,Li	26,594-46,174
Taylor Public Schools	TFoT	Y	Y	Y	Y		Y	N	Y	8/31/00	S13,F3,P5,Hn,Dn,Vn,LtD,Li,A, ERInc,Le,Sev	24,493-67,232
Tecumseh Public Schools	LCEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/98	S10,P3,MP,T	28,125-55,690
Tekonsha Community Schools	4CUBA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam10,P2,F3,MP,T,Le	27,623-45,627
Thornapple-Kellogg Schools	TKEA	Y	Y	Y	Y	Y	Y	N	Y	2000	S10,Fam5,P3,F5,H,D,V,LtD,Li,A, Le,L,ERInc	28,807-59,054
Three Rivers Community Schools	SMEA	Y	Y	Y	Y		N	N	Y	8/15/00	S+Fam10,P2,H,D,LtD,Li,A,L,Le	25,401-47,245
Traverse Bay Area ISD	Not reviewed											
Traverse City Area Public Schools	TCEA	Y	Y	Y	Y		Y	N	Y	8/25/98	S+Fam10,F8,A,L,Le,P2,Hn,Dn, LtD,Li,V	25,427-53,375
Trenton Public Schools	WC-MEA	Y	Y	Y	Y		Y	N	Y	8/31/98	S20,P3,Hn,Dn,Vn,Li,A	35,939-70,129
Tri County Area Schools	TCEA	Y	Y	Y	Y		Y	N	Y	8/15/98	S+Fam+P10,MP	26,553-65,321
Troy School District	TEA	Y	Y	Y	Y		Y	N	Y	8/14/99	S+F+Fam+P14,MP/C,L,Sev,ERInc, Sev	31,077-79,256
Tuscola ISD	TIEA	Y	Y	Y	Y		Y	Y		8/31/98	S+Fam+F+P3+M12,MP,Sev	30,593-55,865
Ubly Community Schools	UEA	Y	Y	Y	Y		Y	N		8/30/99	S+Fam+F+P12,L,Le,MP	26,939-48,320
Union City Community Schools	UCEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S+F+Fam+P12,Le,MP	24,985-47,946
Unionville-Sebewaing Area Schools	USEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S+Fam+F15,P2,Le,MP	27,291-48,783
Utica Community Schools	UEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/99	S11, Fam5, F6, P3,H,Dn,V,LtD,Li, L,Le	29,000-74,726
Van Buren ISD	VBIEA	Y	Y	Y	Y		Y	N		8/22/00	S+Fam16,F5,P2,L,MP	26,541-51,618
Van Buren Public Schools	VBEA	Y	Y	Y	Y		Y	N		8/31/98	S+Fam15,F5,P2,H,Li,LtD,Dn,A,V,Le, ERInc	27,801-61,193
Van Dyke Public Schools	PPoVD	Y	Y	Y	Y		Y	N	Y	6/30/98	S8,P5,F3,Lia,ERInc,Sev,Hn,Dn,Vn, LtD,Li,Lia,COLA	27,857-65,576
Vanderbilt Area Schools	VEA/NYEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam12,F3,P2,MP	25,211-41,432
Vandercook Lake Schools				Y			Y	C		8/31/98	S+Fam+F12,P2,MP	27,130-48,783
Vassar Public Schools	VEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam10,F5,P2,MP,L	27,541-50,623
Vestaburg Community Schools	VEA	Y	Y	Y	Y		Y	Y		6/30/97	S+Fam+F+P11,L,MP	25,072-44,552
Vicksburg Community Schools	VEA	Y	Y	Y	Y		Y	N	Y	6/30/01	S+Fam+P+F10,H,D,V,L,ERInc,Le	25,678-50,610
Wakefield Township Schools	WEA	Y	Y	Y	Y		Y	N	Y	8/31/97	S+Fam10,F3,P2,H,D,V,A	25,150-45,604
Waldron Area Schools	WEA	Y	Y	Y	Y		Y	Y	Y	8/15/00	S+Fam10,P3,F5,Le,L,MP	25,378-47,392
Walkerville Rural Community Schools	WEA	Y	Y	Y	Y		Y	C	Y	6/30/99	S10,F3,P2,MP	26,005-44,448
Walled Lake Consolidated Schools	WLEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+F+Fam11,P2,MP	29,070-70,692
Warren Consolidated Schools	WEA	Y	Y	Y	Y		Y	N	Y	8/24/98	S12,F3,H,D,V,LtD,Li,Le,A,L	33,006-68,851

Appendix II: Select Data from 583 Michigan K-12 School Collective Bargaining Agreements

Warren Woods Public Schools	MEA/NEA/ Local 1	Y	Y	Y	Y		Y	C	Y	8/31/00	S+Fam+P10,H,D,V,Li,LtD	31,965-63,143
Washtenaw ISD	Wise Unit II, MFT	Y	Y	Y	Y		Y	N		6/30/99	S+Fam+F15,P2,Hn,Dn,Vn,LtD,Li	29,960-64,057
Waterford School District	WEA	Y	Y	Y	Y	Y	Y	C	Y	6/30/99	S,Fam3,F3,H,D,V,LtD,Li	26,072-64,944
Watersmeet Township Schools	WEA	Y	Y	Y	Y		N	N	Y	6/30/99	S12,P3,F3,Fam5	25,647-50,488
Watervliet Public Schools	WES	Y	Y	Y	Y		Y	N	Y	6/30/00	S+Fam12,F5,P2,MP,A	25,049-46,465
Waverly Community Schools	WEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S+F+Fam12,P2,H,Dn,V,Li,LtD	27,805-59,707
Wayland Union Schools	WUEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/00	S+F5+Fam513,P2,H,Dn,Vn,Le	25,104-50,546
Wayne RESA	Not reviewed	Y	Y	Y	Y		Y	N	Y	6/30/97	S12+P3,F5,Hn,Dn,Vn,LtD,Li,Lia	33,400-54,007
Wayne-Westland Community Schools	WWEA	Y	Y	Y	Y		Y	N	Y	8/21/98	S+Fam+F10,F2,P3,H,V,D,Li,LtD,A, L,Le	28,311-68,086
Webberville Community Schools	WEA	Y	Y	Y	Y	Y	Y	N	Y	6/30/00	S+P+Fam+F15,Prof2,MP	27,276-47,418
West Bloomfield Public Schools	WBEA	Y	Y	Y	Y		Y	N	Y	8/31/99	S+Fam13,P2,F3,MP,A	29,569-71,599
West Branch - Rose City	WB-RCEA	Y	Y	Y	Y		Y	Y	Y	6/30/00	S+Fam15,F3,P2,H,D,V,LtD,ERInc,	24,376-50,780
West Iron County Public Schools	WICEA	Y	Y	Y	Y	Y	Y	N	Y	8/30/99	S+Fam+P15,F3,MP,L,ERInc,Lia,Le	24,101-44,418
West Ottawa Public Schools	WOEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam15,F3,P2,H,D,V,Li,LtD,ERInc,L ,LgTermCare	30,518-61,189
Western School District	WEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam+F18,P2,U	30,751-54,019
Westwood Community Schools	Wayne Co. MEA/NEA	Y	Y	Y	Y		Y	Y	Y	8/31/98	S+Fam+F10,P5,MP,L,T	34,385-68,876
Westwood Heights Schools	WHEA	Y	Y	Y	Y		Y	N	Y	6/30/97	S+P3+Fam3+,MP,A,L	25,440-51,988
Wexford-Missaukee ISD	Not reviewed									- -		
White Cloud Public Schools	WCEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam3+P3+F12,MP,T,Le,U	28,167- 57,206
White Pigeon Community Schools	SMEA	Y	Y	Y	Y		Y	C	Y	8/15/98	S+F+Fam11,H,Dn,Le,ERInc,R/D	25,395-45,442
White Pine Public Schools	WPEA	Y	Y	Y	Y		Y	N		8/31/98	S12,F5,P3,H,D,V,L,Li,ERInc	23,952-46,375
Whitefish Township Schools	WFOT	Y	Y	Y	Y		Y	N		6/30/00	S+Fam+F15,P3,Hn,Dn,Vn,LtD,Lia	22,174-40,108
Whiteford Schools	MCEA	Y	Y	Y	Y	Y	Y	Y	Y	7/31/99	S+Fam+F13,P3,Prof3,H+,D,Li,Lia,L	25,888-48,491
Whitehall District Schools	WEA	Y	Y	Y	Y		Y	Y	Y	8/31/99	S+Fam10,P2,L,MP,ERInc	28,251-53,539
Whitmore Lake Public Schools	No contract									- -		
Whittemore-Prescott Area Schools	WPEA	Y	Y	Y	Y	Y	Y	N	Y	8/20/97	S+P+F15,T,MP/C,L,ERInc	25,504-47,084
Williamston Community Schools	CLEA/WEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+F36+P2+Fam15,MP,A,Le,L,ERInc	27,318-53,192
Willow Run Community Schools	WLEA/WREA	Y	Y	Y	Y	Y	Y	C	Y	8/31/97	S12,Fam5,P2,H,D,V,LtD,Li,ERInc, Sev,Le,Lia	28,877-57,607
Wolverine Community Schools	WEA	Y	Y	Y	Y	Y	Y	C	Y	8/31/97	S10,P4,Prof2,F5,H+,D,LtD,V	25,475-45,794
Woodhaven School District	WEA	Y	Y	Y	Y	Y	Y	N	Y	8/24/00	S10,P2,F5,Hn,Dn,Vn,Li,A,Le	32,287-67,341
Wyandotte Public Schools	WEA	Y	Y	Y	Y	Y	Y	N	Y	8/31/00	S12,P3,F5,Hn,Dn,V,LtD,A,Lia	35,068-67,000
Wyoming Public Schools	No contract									- -		
Yale Public Schools	YEA	Y	Y	Y	Y		Y	N	Y	6/30/98	S+Fam+F15,P4,H+,D,V,LtD,Li,L	27,637-55,305
Ypsilanti School District	YEA	Y	Y	Y	Y		Y	C	Y	9/6/99	S+Fam10+,P4+,Le,L,ERInc,Hn,Dn, Vn,Li,A	26,402-56,592
Zeeland Public Schools	ZEA	Y	Y	Y	Y	Y	Y	C	Y	8/31/99	S+Fam+F10,P2,MP,ERInc,Sev	30,323-62,020

1995-1996 Selected Financial Data

Michigan Department of Education Bulletin 1014

District Name	Total revenue per pupil	Rank	Current operating expenditure per pupil	Rank	Average salary per teacher	Rank	State aid members	Rank	Pupil teacher ratio
Adams Twp. Sch. Dist.	5849	268	5049	338	34785	490	305	481	19
Addison Comm. Schs.	5742	289	5484	214	43101	260	1254	330	23
Adrian Sch. Dist.	6317	162	6075	112	47551	139	4853	74	22
Airport Comm. Sch. Dist.	5735	290	5256	281	46196	156	2791	162	27
Akron-Fairgrove Schs.	5638	330	5325	258	41501	238	569	430	22
Alba Pub. Schs.	6930	91	5763	133	30026	532	191	521	17
Albion Pub. Schs.	6681	118	6337	91	45112	182	2125	232	23
Alcona Comm. Schs.	7042	87	5849	141	40603	348	1032	391	19
Algonac Comm. Sch. Dist.	5753	283	5421	230	46372	151	2583	187	24
Allegan Pub. Schs.	5423	363	4872	425	42331	291	2962	148	24
Allen Park Pub. Schs.	6317	163	5916	130	43784	38	3129	136	24
Allendale Pub. Sch. Dist.	5858	398	5191	311	44493	204	1536	306	23
Alma Pub. Schs.	5997	319	5684	174	43590	243	2801	160	22
Almont Comm. Schs.	6838	132	6349	519	48709	104	1421	327	29
Alpena Pub. Schs.	5336	468	4884	416	39714	581	5868	54	24
Anchor Bay Sch. Dist.	5728	298	5524	207	50488	76	4534	83	24
Ann Arbor Pub. Schs.	6721	38	7850	20	50897	70	15233	8	19
Annapolis Eastern Sch. Dist.	5338	571	4878	421	37611	433	506	480	20
Armada Area Schs.	5801	366	5546	201	48357	107	1881	278	23
Arvon Twp. Sch. Dist.	5398	420	4357	518	48631	106	60	538	18
Ashley Comm. Schs.	6123	190	5217	290	39647	584	414	493	20
Athens Area Schs.	5865	323	5097	345	40244	365	953	410	20
Atherton Comm. Sch. Dist.	5145	489	5468	218	41017	459	1112	375	22
Atlanta Comm. Schs.	6699	313	5554	197	37381	437	626	461	22
Au Gres Sims Sch. Dist.	6119	179	5111	263	44073	502	578	464	19
Auburn-Otsego Pub. Schs.	5303	450	4221	528	31192	526	116	527	12
Avondale Sch. Dist.	5138	73	6598	73	50800	18	1507	314	22
Bad Axe Pub. Schs.	5461	395	4404	513	42119	300	1529	308	24
Baldwin Comm. Schs.	7150	67	7107	42	39798	579	835	435	18
Bangor Pub. Schs (Van Buren)	5353	432	4995	381	39849	575	1642	291	20
Bangor Twp. Sch. Dist. 8	9544	10	9390	6	24745	544	3	554	13
Bangor Twp. Schs.	5568	357	5178	319	48375	114	2720	169	26
Baraga Area Schs.	5722	302	4954	394	36728	452	669	453	23
Bark River Harris Sch. Dist.	5327	440	5006	346	46198	155	581	468	20
Bath Comm. Schs.	5615	337	5282	275	48082	168	1018	396	21
Battle Creek Pub. Schs.	7332	59	5488	80	42235	293	8706	29	21
Bay City Sch. Dist.	5471	390	5361	246	49818	87	10436	23	28
Beal City Pub. Schs.	5725	299	4520	498	34165	500	542	473	22
Bear Lake Sch. Dist.	5446	403	4923	404	40932	359	474	486	23
Beaver Island Comm. Sch.	9307	14	8377	12	39963	573	101	529	13
Beaverton Rural Schs.	5208	483	4883	417	39620	587	1892	254	23
Bedford Pub. Schs.	5637	329	4694	472	43438	173	5397	51	25
Beecher Comm. Sch. Dist.	8172	28	8103	17	38850	407	2991	145	21
Belding Area Sch. Dist.	5894	307	4646	482	37660	473	2606	184	21
Bellaire Pub. Schs.	6433	170	5187	292	31337	523	658	456	15
Bellevue Comm. Sch. Dist.	5766	271	5396	233	41009	341	1026	394	21
Benzie Pub. Schs.	6303	165	5871	146	44983	185	1845	237	19
Bentley Comm. Sch. Dist.	6062	207	5706	171	42103	301	1108	374	21
Benton Harbor Area Schs.	6410	147	5964	125	38097	421	5859	41	22
Benzie County Central Schs.	4944	529	4496	505	39063	600	1827	259	25
Berkley Sch. Dist.	6040	215	5681	83	49524	90	4670	79	21
Berlin Twp. Sch. Dist. 1	3834	552	3593	553	40553	353	55	541	21
Berrien Springs Pub. Schs.	6230	172	5539	202	37668	432	1803	262	23
Bessemer Sch. Dist.	5573	354	5213	300	32402	517	590	465	17
Big Bay De Noc Sch. Dist.	6471	141	5728	161	33026	513	383	495	20
Big Jackson Sch. Dist.	4780	537	3182	543	21834	546	65	537	10
Big Rapids Pub. Schs.	5676	317	5144	332	40227	366	2339	210	22
Birch Run Area Sch. Dist.	5839	251	4649	481	41487	324	1932	245	23
Birmingham Sch. Dist.	10843	4	9626	3	57405	15	7444	35	18
Blissfield Comm. Schs.	5247	472	4867	426	42335	290	1618	297	22
Bloomfield Hills Sch. Dist.	11341	1	10203	2	59941	7	5391	39	16
Bloomfield Sch. 1	4383	545	1932	552	21000	549	21	548	11
Bloomfield Twp. Sch. Dist. 7	4287	547	2679	547	29219	536	35	542	12
Bloomingdale Pub. Sch. Dist.	5196	485	5023	369	35564	478	1181	332	22
Boss Blanc Sch. Dist.	11280	2	12699	1	16488	551	5	555	2
Boyne City Pub. Sch. Dist.	6254	171	5708	170	45564	168	1431	326	24

District Name	Total revenue per pupil	Rank	Current operating expenditure per pupil	Rank	Average salary per teacher	Rank	State aid members	Rank	Pupil teacher ratio
Breitung Twp. Sch. Dist.	5461	396	4882	419	37535	436	321	505	19
Brandon Sch. Dist.	5589	346	5389	235	48483	109	3487	135	25
Brandywine Pub. Sch. Dist.	5897	255	4734	466	37001	441	1776	275	21
Breckenridge Comm. Schs.	5663	322	5052	357	52570	45	1231	355	30
Brimley Twp. Sch. Dist.	5257	467	4963	477	43573	255	2290	216	23
Bridgeport-Spaulding Com. Schs.	6239	175	6060	113	45507	169	2603	185	23
Bridgman Pub. Schs.	5220	78	5397	30	47882	125	906	416	17
Brighton Area Schs.	5789	270	5428	227	51507	58	6574	44	24
Brimley Area Schs.	6314	136	5727	162	30792	528	598	464	17
Britton Macon Area Sch. Dist.	5869	241	5122	339	40303	364	453	487	19
Bronson Comm. Sch. Dist.	5069	510	4487	508	37553	435	1469	322	23
Brown City Comm. Sch. Dist.	5186	488	4864	427	41522	323	1241	353	24
Buchanan Comm. Sch. Dist.	5395	423	4984	389	43584	244	1821	261	23
Buckley Comm. Sch. Dist.	5818	260	5038	362	33200	510	408	496	19
Buena Vista Sch. Dist.	8148	29	8143	15	41330	329	1660	286	19
Bullock Creek Sch. Dist.	5919	231	5461	222	44244	219	2067	236	23
Burt Oak Comm. Sch. Dist.	5308	449	4499	504	28527	539	321	506	17
Burt Twp. Sch. Dist.	9690	9	8020	9	27747	542	81	532	10
Byron Area Schs.	5419	411	5015	372	47799	127	1176	369	24
Byron Center Pub. Schs.	6664	120	5724	164	44398	209	2113	235	20
Cadillac Area Pub. Schs.	5231	471	4797	450	41700	316	1888	99	23
Caledonia Comm. Schs.	7074	85	6473	61	50510	74	2757	167	21
Calumet Pub. Schs.	5276	460	4422	513	39712	582	1745	274	24
Camden Frontier Schs.	5387	421	4513	500	35554	480	768	438	23
Capac Comm. Sch. Dist.	5514	374	4918	408	43902	240	1641	292	25
Carman-Ainsworth Schs.	7457	60	6809	58	52375	48	5246	65	23
Carney Nadeau Pub. Schs.	5253	469	5267	277	34575	494	274	514	15
Caro Comm. Schs.	5312	445	4953	395	45290	178	2398	197	22
Carrollton Sch. Dist.	6207	182	5880	138	47666	231	1231	354	23
Carson City-Crystal Area Schs.	5635	331	5439	223	47513	132	1420	328	26
Caseville Pub. Schs.	6140	192	5711	168	38881	405	513	505	18
Cass City Pub. Schs.	5145	496	4748	452	44187	210	1618	290	24
Cassopolis Pub. Schs.	5851	249	5442	221	39037	601	1487	317	22
Cedar Springs Pub. Schs.	5379	436	4908	414	44413	208	2993	149	23
Center Line Pub. Schs.	8415	23	7686	23	57304	16	2702	173	20
Central Lake Pub. Schs.	5091	84	5455	127	44063	224	810	453	20
Central Montcalm Pub. Sch.	5494	381	4935	402	41614	320	2433	194	24
Centreville Pub. Schs.	6586	128	5492	212	39613	479	898	418	18
Charlevoix Pub. Schs.	6930	90	6229	103	47831	126	1844	324	22
Charlotte Pub. Schs.	6097	214	5281	279	44750	198	1906	115	23
Chassell Twp. Sch. Dist.	5401	504	3942	536	37944	550	336	501	11
Cheboygan Area Schs.	5941	229	5123	338	36250	463	2331	209	24
Chelsea Sch. Dist.	6910	97	6040	117	50810	68	2700	175	23
Chesaning Union Schs.	5907	261	5258	280	41787	330	2233	218	22
Chippewa Hills Sch. Dist.	5233	475	4675	474	39165	598	2649	178	22
Chippewa Valley Schs.	5552	369	5029	383	46386	6	10023	26	17
Church Sch. Dist.	5044	534	3995	531	32903	514	31	545	21
Clare Pub. Schs.	5747	287	5148	252	40011	371	1351	361	20
Clarenceville Sch. Dist.	7142	82	6948	50	50307	79	1771	271	21
Clarkston Comm. Sch. Dist.	6675	114	6245	100	45429	174	6193	45	25
Clawson Sch. Dist.	6822	103	6679	67	53767	37	1800	263	25
Climax Scotts Comm. Schs.	5864	245	5367	261	31959	524	708	450	19
Clinton Comm. Schs.	6980	525	4327	521	42511	278	1224	358	26
Clintondale Comm. Schs.	6067	200	5692	173	50227	81	4141	94	22
Clio Area Sch. Dist.	5590	345	5331	256	52034	51	3833	105	25
Coldwater Comm. Schs.	5574	353	5298	268	46021	161	3600	111	21
Coleman Comm. Sch. Dist.	5879	237	5650	180	44087	223	1079	383	22
Colfax Twp. Sch. Dist. 1F	3371	428	2468	549	21500	547	20	549	9
Coloma Comm. Schs.	6024	213	5362	245	38292	415	2362	201	24
Colon Comm. Sch. Dist.	5616	336	4577	493	31972	504	1031	392	20
Columbia Sch. Dist.	5456	400	5041	361	45413	175	1951	244	23
Comstock Park Pub. Schs.	6396	149	5615	185	42850	271	1897	251	23
Comstock Pub. Schs.	6602	125	5715	167	41222	330	2936	150	20
Concord Comm. Schs.	5488	385	4859	429	41169	332	993	404	23
Constantine Pub. Sch. Dist.	5285	457	4839	436	41814	309	1671	280	23

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District Name	Total revenue per pupil	Rank	Current operating expenditures per pupil	Rank	Average salary per teacher	Rank	State aid (millions)	Rank	Pupil-teacher ratio
Coopersville Pub. Sch. Dist.	7083	111	4735	467	49000	100	3.03	181	23
Corunna Pub. Sch. Dist.	5701	111	5063	353	43064	261	23.15	234	25
Coval Pub. Schs.	8109	15	5441	5	45918	225	7.61	439	19
Crawford AuSable Schs.	6953	128	4318	599	0	555	2.58	394	**
Crestwood Sch. Dist.	6334	152	5844	151	51683	51	2.03	532	11
Croswell Lexington Comm. Sch.	5604	521	4442	530	37849	428	2.09	195	24
Custer Agricultural Schs.	5867	246	5291	271	49008	114	3.01	420	22
Dansville Schs.	5605	342	5128	436	51033	65	5.06	88	25
Dearborn Heights Sch. Dist. No. 7	5953	221	5871	144	52133	30	2.87	339	26
Dearborn Sch. Dist.	8087	10	7248	34	45229	119	14.91	10	20
Decatur Pub. Schs.	5400	479	5043	369	39455	392	3.98	302	26
Deckerville Comm. Sch. Dist.	5259	464	4913	408	40787	347	972	409	25
Deerfield Pub. Schs.	5738	293	4947	398	37934	425	2.11	493	23
Delton Kellogg Sch. Dist.	5851	402	5195	307	48529	108	2.214	224	23
Delton Mica Schs.	8047	11	6878	55	46305	465	295	511	15
Detroit Sch. Dist.	7178	81	7195	37	44468	206	180.842	1	26
Dewitt Pub. Schs.	5184	490	5008	379	48027	122	2.139	511	23
Dexter Comm. Sch. Dist.	6739	107	5161	105	42780	273	2.576	188	19
Dowagiac Union Schs.	5319	448	4810	449	40787	348	3.148	331	23
Dryden Comm. Schs.	5502	379	4837	458	44584	198	819	434	23
Dundee Comm. Schs.	5076	514	4887	507	43535	245	1.319	506	22
Durand Area Schs.	5571	353	5355	248	46449	149	2.175	225	22
East China Sch. Dist.	6820	123	5987	123	47487	133	5.149	67	21
East Detroit Pub. Schs.	6491	138	6048	114	39869	10	7.123	39	22
East Grand Rapids Pub. Schs.	9150	106	8107	110	47578	131	2.069	182	20
East Jackson Comm. Schs.	5766	275	5194	309	38773	409	1.515	510	21
East Jordan Pub. Schs.	7224	301	5149	310	41791	311	1.204	460	20
East Lansing Sch. Dist.	7826	59	7891	19	51623	55	3.918	101	15
Eastern Twp. Sch. Dist. A	8098	161	5370	554	29202	535	72	538	15
Eaton Rapids Pub. Schs.	5504	378	5121	440	42988	267	2.200	131	21
Eau Claire Pub. Schs.	6677	125	5717	166	34119	501	421	431	19
Ecorse Pub. Sch. Dist.	7610	48	6389	75	44315	215	1.346	336	23
Edwardsburg Pub. Schs.	6476	126	4789	475	37618	450	2.046	259	24
Elk Rapids Schs.	5758	279	5472	217	48022	123	1.439	325	22
Elkton Pigeon Bay Port Lstr.	5478	367	4949	397	43629	239	1.181	355	24
Ellsworth Comm. Schs.	6870	99	5548	196	41056	336	288	512	20
Elm River Twp. Sch. Dist.	6834	123	5417	224	28899	538	34	543	17
Engadine Comm. Schs.	7105	83	6316	75	31757	520	345	503	16
Escanaba Area Pub. Schs.	5586	344	5078	350	40567	347	3.973	305	24
Evart Pub. Schs.	5178	497	4726	498	36214	464	3.086	318	22
Ewen Trout Creek Cons. Sch. Dist.	5940	227	5532	203	37061	440	340	472	19
Excelsior Twp. Dist. #1	6179	543	5138	545	30576	529	55	540	11
Fairview Area Sch. Dist.	5457	399	5116	323	39508	391	484	484	20
Farmington Pub. Sch. Dist.	9264	13	8531	14	50437	30	11.895	20	16
Farwell Area Schs.	5118	502	4417	532	42054	302	1.711	276	23
Fennville Pub. Schs.	5749	360	5164	322	36287	467	1.113	398	21
Fenton Area Pub. Schs.	6111	197	5788	151	47795	139	3.160	134	24
Ferndale Sch. Dist.	6813	100	6831	70	54562	11	9.630	42	21
Fitzgerald Pub. Schs.	7279	72	6061	89	52470	47	3.116	159	26
Flat Rock Comm. Schs.	6670	130	6104	108	50007	67	1.658	388	21
Flint Sch. Dist.	7818	40	7157	39	44511	215	38.740	3	21
Fowler Comm. Schs.	5111	459	4997	387	35168	483	4.431	90	15
Forest Area Comm. Schs.	5306	482	4942	400	30877	527	1.021	395	19
Forest Hills Pub. Schs.	7851	17	6651	58	49060	105	4.923	80	24
Forest Park Sch. Dist.	5832	250	5213	299	34704	491	751	442	18
Fowlerville Comm. Schs.	5443	406	4996	383	40909	343	2.676	116	22
Frankenmuth Sch. Dist.	6181	152	5981	124	50690	73	3.159	123	20
Frankfort Elberta Area Schs.	6705	131	6296	96	48241	116	583	467	20
Franklin Pub. Schs.	7084	80	6771	43	57428	14	4.608	78	24
Free Soil Comm. Sch. Dist.	6381	128	5869	175	29386	535	172	523	14
Freeland Comm. Sch. Dist.	5940	513	4891	514	44802	197	1.359	477	22
Fremont Pub. Sch. Dist.	5227	476	4783	453	45607	166	2.957	154	25
Freeport Comm. Schs.	6203	183	5648	181	45200	179	5.187	112	23
Fulton Schs.	5140	291	4839	437	39124	399	1.068	385	21
Galesburg Augusta Comm. Schs.	5471	140	6000	119	45377	176	1.182	366	20
Galien Twp. Sch. Dist.	5845	250	5227	294	31494	522	511	478	16
Ganges Sch. Dist. No. 4	5317	442	5633	326	37836	429	57	536	9
Garden City Sch. Dist.	6474	139	6365	89	52195	49	3.615	58	24
Gaylord Comm. Schs.	5462	395	5152	328	41768	313	1.597	122	21
Genesee Sch. Dist.	5742	290	5226	295	49391	93	974	405	23

District Name	Total revenue per pupil	Rank	Current operating expenditures per pupil	Rank	Average salary per teacher	Rank	State aid (millions)	Rank	Pupil-teacher ratio
Fairvale Heights Sch. Dist.	5717	480	4763	461	34483	498	1.983	361	19
Gibraltar Sch. Dist.	6126	195	5602	188	51267	63	2.759	166	26
Gladstone Area Schs.	5490	397	4943	399	40704	349	1.912	240	23
Gladwin Comm. Schs.	5672	329	5057	374	38845	408	2.160	229	23
Glen Lake Comm. Sch. Dist.	5969	243	5198	306	43481	250	851	429	23
Godfrey Pub. Schs.	7249	76	6529	76	39840	377	1.425	290	24
Godwin Heights Pub. Schs.	7547	53	5994	120	52428	46	2.356	203	23
Goodrich Area Sch. Dist.	5137	456	5063	354	39952	87	1.837	294	27
Grand Blanc Comm. Schs.	6264	168	5525	206	46850	141	5.782	56	22
Grand Haven Sch. Dist.	6333	155	6230	97	48235	117	3.949	52	23
Grand Ledge Pub. Schs.	5850	241	5595	191	49467	148	5.149	66	23
Grand Rapids Sch. Dist.	8699	115	8151	106	48481	110	24.425	7	25
Grandville Pub. Schs.	5735	281	5199	304	46900	140	5.510	64	23
Grant Pub. Sch. Dist.	5404	434	4713	465	39585	388	2.230	223	23
Grant Twp. Schs.	9523	11	5868	139	23200	545	11	552	8
Grass Lake Comm. Schs.	5506	377	5142	334	42158	297	870	422	23
Greenville Pub. Schs.	5257	466	5253	284	41011	340	4014	98	23
Grosse Ile Twp. Schs.	7641	46	5901	53	39935	18	2.069	258	22
Grosse Pointe Pub. Schs.	8944	18	7665	24	54832	31	5.136	32	19
Gull Lake Comm. Schs.	5607	341	4937	401	40679	352	2.894	143	20
Gwinn Area Comm. Schs.	9819	8	7602	29	33583	507	1.480	319	15
Hagar Twp. Sch. Dist. 6	5138	457	4046	534	27781	541	69	535	11
Hale Area Schs.	5883	236	5503	193	37066	424	779	436	19
Hamilton Comm. Schs.	5511	440	4641	484	47493	281	2.132	230	25
Hamtramck Pub. Schs.	6228	177	5741	159	44096	99	3310	127	26
Hancock Pub. Schs.	5216	481	4775	458	36595	456	1.041	389	21
Hanover Horton Schs.	5194	487	4749	464	35468	481	1.250	351	18
Harbor Beach Comm. Schs.	5901	222	4993	386	41449	323	895	419	21
Harbor Springs Sch. Dist.	7539	57	7122	41	45565	167	1029	393	18
Harper Creek Comm. Schs.	5753	284	5197	308	43026	263	2.701	174	23
Harper Woods Schs.	7536	53	6467	82	51533	56	1101	376	23
Harrison Comm. Schs.	5415	414	4811	441	41615	319	2.340	209	24
Hart Pub. Sch. Dist.	5714	304	5268	274	38875	406	1.545	306	20
Hartford Pub. Sch. Dist.	5952	220	5243	287	44189	221	1.309	312	23
Hartland Com. Schs.	6153	188	5248	285	49922	85	5749	107	24
Haslett Pub. Schs.	5604	344	5649	182	49366	94	2.756	168	25
Hastings Area Sch. Dist.	5402	392	5219	297	46163	157	3442	133	22
Hazel Park Sch. Dist.	6721	108	5684	113	47999	83	3947	83	24
Hemlock Pub. Sch. Dist.	5545	367	5233	291	46326	152	1.509	313	25
Hesperia Comm. Schs.	5863	233	4146	553	43815	247	1.792	269	22
Highland Park Schs.	7456	61	7019	48	51445	59	4293	69	26
Hillman Comm. Schs.	5268	458	4947	372	36758	451	864	454	22
Hillsdale Comm. Schs.	5438	407	5087	348	45111	183	2384	198	22
Holland City Sch. Dist.	6997	93	6684	66	44951	187	6046	51	20
Holly Area Sch. Dist.	5770	274	5487	213	43050	262	4225	94	23
Holt Pub. Schs.	5468	383	5351	97	50594	71	5134	65	22
Holton Pub. Schs.	5326	443	4735	465	38307	413	1290	349	20
Homer Comm. Schs.	5367	308	5186	170	43593	242	1967	187	19
Hopkins Pub. Schs.	5011	519	4947	431	42228	295	1564	335	24
Houghton Lake Comm. Schs.	5852	231	5365	241	36767	449	1749	307	21
Houghton Portage Twp. Sch.	5594	343	5148	331	30480	443	1225	357	20
Howell Pub. Schs.	5665	340	5391	260	51465	60	6.951	31	26
Hudson Area Schs.	5861	394	4717	470	39689	376	1737	336	22
Huntington Pub. Sch. Dist.	6635	522	4731	527	44363	211	1897	305	25
Huron Sch. Dist.	7248	77	6601	118	44207	220	1930	247	26
Huron Valley Schs.	5748	280	5150	195	47614	130	10373	24	24
Ida Pub. Sch. Dist.	5314	444	4683	473	43187	259	1633	293	24
Imlay City Comm. Schs.	5258	465	4578	492	41770	314	2299	230	24
Inkster Sch. Dist.	7593	49	7555	25	54764	33	2282	217	23
Inland Lakes Sch. Dist.	5706	301	5128	337	36858	445	973	408	19
Ionia Pub. Schs.	6392	150	5725	163	39881	404	3274	128	23
Iosco Twp. Sch. Dist. 2	5288	555	4479	555	30475	530	72	553	19
Iron Mountain Sch. Dist.	5466	391	4823	424	33097	484	1464	323	21
Ironwood Area Schs.	5523	294	5308	299	43325	256	1649	299	22
Ishpeming Pub. Sch. Dist.	5291	456	4564	491	38094	422	1363	336	22
Ithaca Pub. Schs.	5493	382	5113	343	41888	313	1664	284	22
Jackson Pub. Schs.	6868	100	6423	86	44646	195	7883	34	22
Jefferson Schs. (Monroe)	7846	36	7147	37	51393	62	2777	163	20
Jenison Pub. Schs.	5711	305	5349	251	50368	78	6827	75	24
Johannesburg-Lewiston Schs.	6311	163	5720	165	42471	286	928	430	22
Jonesville Comm. Schs.	5349	434	5034	364	51269	62	1191	365	25

District Name	Total revenue per pupil	Rank	Current operating expenditure per pupil	Rank	Average salary per teacher	Rank	State aid members	Rank	Pupil/ teacher ratio
Kalamazoo Pub. Sch. Dist.	7356	66	7180	38	45439	172	12118	18	20
Kaleva Norman Dickson Sch. Dist.	5507	376	5202	303	36696	453	871	421	21
Kalkaska Pub. Schs.	5342	435	5175	320	38247	416	2119	233	21
Kearsley Comm. Schs.	5737	294	5242	289	41686	317	3656	108	24
Kelloggsville Pub. Schs.	6086	203	5190	314	46212	154	2213	225	23
Kenowa Hills Pub. Schs.	6315	160	5786	152	53751	38	3056	142	26
Kent City Comm. Schs.	5310	447	4781	454	44361	212	1662	285	23
Kentwood Pub. Schs.	6132	193	5750	158	49316	96	8387	31	22
Kingsley Area Schs.	4897	531	4359	517	39624	386	1171	370	24
Kingston Comm. Sch. Dist.	5643	328	5022	370	41596	322	746	444	25
L'Anse Area Schs.	6139	192	5377	239	37979	425	826	431	21
L'Anse Creuse Pub. Schs.	6709	109	5906	133	53508	39	10154	25	26
Laingsburg Comm. Sch. Dist.	5694	315	5482	215	43158	259	1199	361	21
Lake City Area Sch. Dist.	5102	503	4575	494	34966	487	1366	334	22
Lake Fenton Schs.	6301	166	5029	365	45784	164	1541	305	23
Lake Linden Hubbell Sch. Dist.	5226	478	4625	487	38125	420	601	463	21
Lake Orion Comm. Schs.	6696	112	6189	104	48058	120	5347	62	22
Lake Shore Pub. Schs (Macomb)	6618	124	6127	109	55689	28	3362	124	27
Lakeshore Sch. Dist. (Berrien)	4961	527	4500	503	41907	305	3019	144	24
Lakeview Comm. Schs. (Montcalm)	4988	523	4631	486	43710	237	1866	256	25
Lakeview Pub. Schs. (Macomb)	7007	89	6578	77	55429	29	2783	164	24
Lakeview Sch. Dist (Calhoun)	6329	157	5806	147	50279	80	3428	118	23
Lakeville Comm. Sch. Dist.	5676	318	5323	260	48471	111	2451	192	25
Lakewood Pub. Schs.	5298	453	4930	403	39672	383	2859	156	21
Lamphere Pub. Schs.	8379	24	8270	13	57926	12	2368	200	22
Lansing Pub. Sch. Dist.	7287	70	6922	52	48393	113	20955	5	23
Lapeer Comm. Schs.	5384	427	5208	301	54116	35	7934	33	26
Lawrence Pub. Sch. Dist.	5421	410	4792	451	40592	356	841	428	22
Lawton Comm. Sch. Dist.	5491	383	4976	390	39356	395	1195	363	22
Leland Pub. Sch. Dist.	6627	122	6449	84	44357	213	422	492	18
Les Cheneaux Comm. Schs.	6769	105	5668	176	34454	497	444	490	17
Leslie Pub. Schs.	5920	230	5327	257	44250	217	1501	315	21
Lincoln Cons. Sch. Dist.	5947	223	5368	241	47424	135	3810	106	26
Lincoln Park Pub. Schs.	5940	226	5445	220	58686	11	5724	57	27
Linden Comm. Sch. Dist.	5709	306	4848	432	44952	188	2717	171	25
Litchfield Comm. Schs.	5622	334	5367	242	36106	469	623	462	19
Littlefield Pub. Sch. Dist.	6144	190	5433	225	0	553	504	482	**
Livonia Pub. Schs.	7255	74	6819	57	55783	27	17627	6	25
Lowell Area Sch. Dist.	5419	412	5364	244	45122	181	3423	119	23
Ludington Area Sch. Dist.	6352	154	5736	160	43567	246	2719	170	21
Mackinac Island Pub. Schs.	9318	12	7407	28	33813	505	101	528	12
Mackinaw City Pub. Schs.	7568	51	6406	87	40811	346	248	516	15
Madison Pub. Schs. (Oakland)	6105	199	5781	154	49484	91	2606	183	22
Madison Sch. Dist (Lenawee)	7368	65	6318	94	43404	253	675	452	20
Mancelona Pub. Schs.	6196	185	5388	237	35642	475	1036	390	21
Manchester Comm. Schs.	5991	217	5254	283	44770	192	1243	352	25
Manistee Area Pub. Schs.	5126	500	4877	422	42497	280	2024	240	22
Manistique Area Schs.	5658	325	5179	318	34979	486	1296	341	21
Manton Cons. Schs.	5706	309	5009	373	41054	337	954	409	20
Maple Valley Sch. Dist.	5013	518	4845	434	37875	427	1659	287	22
Mar Lee Sch. Dist.	4514	544	3317	540	45452	170	350	502	21
Marcellus Comm. Schs.	5008	520	4638	485	34872	489	1106	375	22
Marenisco Sch. Dist.	8973	17	8153	14	33723	506	117	526	11
Marion Pub. Schs.	5238	474	4664	475	34296	499	859	423	21
Marlette Comm. Schs.	5486	386	5001	377	41778	312	1469	321	23
Marquette Area Sch. Dist.	5477	388	4994	385	42429	285	4719	78	22
Marshall Pub. Schs.	5801	267	5496	210	45134	180	2543	189	21
Martin Pub. Schs.	5405	417	5161	326	36130	468	859	424	19
Marysville Pub. Sch. Dist.	5275	461	4910	409	48044	121	2500	190	24
Mason Cons. Schs. (Monroe)	5395	423	4988	388	44413	207	1673	279	23
Mason County Central Sch. Dist.	5608	339	4954	393	43834	232	1789	267	25
Mason County Eastern Sch. Dist.	5878	238	4815	444	39905	374	663	455	23
Mason Pub. Schs. (Ingham)	6059	209	5647	183	50747	69	3420	120	23
Mattawan Cons. Sch. Dist.	4643	541	4289	524	41830	308	2971	146	23
Mayville Comm. Sch. Dist.	5667	321	5244	288	42434	284	1312	339	23
McBain Rural Agric. Sch.	5499	380	4876	423	35726	472	1067	386	22
Melvindale-Northern Allen Park Sch.	7615	47	6244	102	51516	57	2290	215	24
Memphis Comm. Schs.	5587	347	5120	341	40612	355	1009	398	20
Mendon Comm. Sch. Dist.	5488	384	4902	413	35132	483	723	447	19
Menominee Area Pub. Schs.	5293	455	4903	412	38171	419	2406	196	20
Meridian Pub. Schs.	5746	298	5472	216	43054	263	1664	283	22
Merrill Comm. Sch. Dist.	5567	358	4995	384	41350	328	1071	384	23
Mesick Cons. Sch. Dist.	5160	495	4207	530	34636	493	971	407	23
Michigan Center Sch. Dist.	5680	316	5067	352	40827	345	1284	344	22
Mid Peninsula Sch. Dist.	5434	405	5256	282	46381	157	404	497	19
Midland Pub. Schs.	7567	52	6793	59	51307	60	9363	27	21
Milan Area Schs.	6142	191	5422	229	50504	75	2333	212	21
Millington Comm. Schs.	5564	360	5188	316	44537	203	1777	269	22
Mio Au Sable Schs.	5407	416	4596	490	37230	438	910	415	22
Mona Shores Sch. Dist.	5804	265	5161	325	44474	205	3836	104	23
Monroe Pub. Schs.	6086	202	5575	194	48862	103	7206	37	24
Montabella Comm. Schs.	6060	208	5803	148	38622	410	1193	364	21
Montague Area Pub. Schs.	5314	443	4662	478	41635	318	1632	295	24
Montrose Comm. Schs.	6511	137	5990	121	47052	138	1657	289	21
Moran Twp. Schs.	5444	404	4367	516	46912	139	178	522	21
Morenci Area Schs.	5750	285	4922	405	40385	362	1011	397	21
Morley Stanwood Comm. Schs.	5738	292	4853	430	41139	334	1574	301	23
Morrice Area Schs.	5614	338	5427	228	40065	369	714	449	19
Mt. Clemens Comm. Schs.	7198	80	7207	36	51868	52	3167	133	25
Mt. Morris Cons. Schs.	5775	273	5277	276	44748	193	3347	125	23
Mt. Pleasant Sch. Dist.	6465	143	6041	116	41743	315	4604	82	22
Munising Pub. Schs.	5550	365	4664	476	33439	509	1080	382	21
Muskegon Heights Sch. Dist.	7765	42	7059	44	44977	186	2714	172	22
Muskegon Sch. Dist.	7523	58	7024	47	44864	190	7191	38	25
N.I.C.E. Comm. Schs.	6273	169	5764	156	41935	304	1569	302	20
Napoleon Comm. Schs.	5252	470	4821	442	42452	283	1576	300	22
Negaunee Pub. Schs.	5759	277	5460	219	40700	351	1666	282	20
New Buffalo Area Sch. Dist.	7540	56	6704	65	40352	363	649	457	17
New Haven Comm. Schs.	6570	131	5318	262	42498	279	1121	372	27
New Lothrop Area Pub. Schs.	5910	232	5325	259	46050	160	852	426	21
Newaygo Pub. Sch. Dist.	5132	499	4343	520	43601	241	2818	157	23
Niles Comm. Sch. Dist.	5998	215	5601	189	40869	344	4054	97	24
North Adams Pub. Schs.	5558	361	4301	523	30167	531	630	460	19
North Branch Area Schs.	5028	515	4695	471	47238	137	2478	191	25
North Central Area Schs.	5754	282	5118	342	34992	485	645	458	19
North Dickinson County Sch. Dist.	5660	324	5203	302	34667	492	519	476	18
North Huron Sch. Dist.	6018	214	5295	270	42154	299	716	448	21
North Muskegon Pub. Schs.	6332	156	5395	234	40535	358	748	443	18
Northport Pub. Sch. Dist.	9726	7	8745	7	38056	423	287	513	13
Northview Pub. Sch. Dist.	6243	173	5512	208	48183	119	3225	130	22
Northville Pub. Schs.	7006	90	6599	72	54955	30	4507	85	22
Northwest Sch. Dist.	5095	505	4816	443	41367	327	3652	109	23
Norway-Vulcan Area Schs.	4784	536	4212	529	42232	294	1093	378	24
Nottawa Comm. Sch.	4725	539	3978	535	36805	447	222	518	19
Novi Comm. Sch. Dist.	7381	63	6832	56	63159	4	4987	71	24
Oak Park Sch. Dist.	7843	38	7135	40	43815	233	3368	123	25
Oakridge Pub. Schs.	5455	401	4884	415	43413	252	1926	248	24
Okemos Pub. Schs.	7456	62	6776	60	46690	145	4326	88	20
Olivet Comm. Schs.	5807	264	5231	292	38403	411	1276	346	21
Onaway Area Comm. Sch. Dist.	5137	498	4472	509	35555	479	1009	399	21
Oneida Twp. Sch. Dist. 3	7811	41	3279	541	41003	342	23	547	18
Onekama Cons. Schs.	6982	92	6553	78	48971	101	526	475	22
Onsted Comm. Schs.	5295	454	4661	479	39524	389	1710	277	22
Ontonagon Area Schs.	5874	240	5290	273	35644	474	776	437	20
Orchard View Schs.	6543	132	5914	131	44567	201	2793	161	22
Osceola Twp. Sch. Dist.	5206	484	4772	459	36368	458	307	510	18
Oscoda Area Schs.	5759	278	5024	367	45445	171	2351	206	26
Otsego Pub. Schs.	5397	422	4563	495	39643	385	2448	193	22
Ovid Elsie Area Schs.	5587	348	4811	447	41167	333	1838	258	22
Owendale Gagetown Area Schs.	6319	158	5292	272	29854	533	319	507	18
Owosso Pub. Schs.	5184	489	4905	411	44333	214	4628	81	23
Oxford Area Comm. Sch. Dist.	6108	198	5798	149	44572	200	3100	140	22
Paio Comm. Sch. Dist.	4653	540	4182	531	45012	184	265	515	19
Parchment Sch. Dist.	6371	153	5988	122	40724	350	2346	208	21
Paw Paw Pub. Sch. Dist.	4913	510	4622	488	42858	269	2225	222	23
Peck Comm. Sch. Dist.	5074	509	4610	489	35755	471	585	466	22
Pellston Pub. Sch. Dist.	6063	206	5665	177	36778	450	743	445	19
Pennfield Sch. Dist.	6286	167	5231	293	45309	177	1765	272	21
Pentwater Pub. Sch. Dist.	6793	104	5561	196	36326	459	408	495	18
Perry Pub. Sch. Dist.	5550	364	5398	232	44847	191	1924	249	21
Petoskey Pub. Schs.	5923	229	5380	238	46715	144	2815	158	23
Pewamo Westphalia Comm. Schs.	6189	187	5531	204	43529	248	632	459	19
Pickford Pub. Schs.	6238	176	4881	420	31325	525	529	474	18
Pinckney Comm. Schs.	5172	493	4755	462	46846	142	4178	93	25

District Name	Total revenue per pupil	Rank	Current operating expenditure per pupil	Rank	Average salary per teacher	Rank	State aid members	Rank	Pupil/ teacher ratio
Pinconning Area Schs.	5904	233	5303	267	42854	270	2271	219	23
Pine River Area Schs.	5700	312	5053	356	39520	390	1416	329	22
Pittsford Area Schs.	5524	371	5170	321	43772	236	845	427	21
Plainwell Comm. Schs.	5953	219	5374	240	42989	266	2643	179	22
Plymouth Canton Comm. Schs.	6079	204	5896	135	56590	22	15580	7	24
Pontiac Sch. Dist.	6826	102	5927	128	48876	102	12657	14	28
Port Hope Comm. Schs.	8852	19	7054	45	34551	495	146	524	15
Port Huron Area Sch. Dist.	5893	234	5545	200	46100	159	12615	15	24
Portage Pub. Schs.	5808	262	5654	179	42684	274	8697	30	20
Portland Pub. Sch. Dist.	5592	344	5024	368	46280	153	1895	253	22
Posen Cons. Sch. Dist.	5724	300	5310	264	38300	414	370	500	19
Potterville Pub. Schs.	6025	212	5351	250	43049	264	1007	400	20
Powell Twp. Sch. Dist.	8174	27	5900	134	41169	331	120	525	15
Quincy Comm. Sch. Dist.	5094	508	4552	496	40511	360	1474	320	21
Rapid River Pub. Schs.	5833	254	5191	313	38185	418	549	471	20
Ravenna Pub. Schs.	5417	413	4766	460	40668	354	1264	348	23
Reading Comm. Schs.	5141	497	4777	457	39316	396	1051	388	22
Redford Union Sch. Dist.	5942	224	5198	305	44714	194	5466	60	26
Reed City Area Pub. Schs.	5021	516	4509	501	38941	403	2225	223	23
Reese Pub. Schs.	5365	429	5003	376	39825	378	1095	377	22
Reeths Puffer Schs.	5937	228	5525	205	39758	380	4405	87	20
Republic Michigamme Schs.	8533	21	7454	26	31951	519	228	517	13
Richmond Comm. Schs.	5554	362	5181	317	51031	66	1774	270	27
River Rouge Sch. Dist.	8459	22	7811	21	47711	129	2358	202	18
River Valley Sch. Dist.	6344	155	5834	142	38348	412	1386	331	17
Riverview Comm. Sch. Dist.	6922	95	6358	90	56300	23	2062	237	23
Rochester Comm. Sch. Dist.	6889	98	6428	85	50396	77	12692	13	23
Rockford Pub. Schs.	5621	335	5028	366	44625	196	6535	45	23
Rogers City Area Schs.	4804	535	4303	522	36140	467	935	414	21
Romeo Comm. Schs.	6718	159	5782	153	42314	292	4784	77	20
Romulus Comm. Schs.	8035	32	7243	35	67850	1	4075	96	30
Roseville Comm. Schs.	6530	134	6245	101	46786	143	6337	46	22
Roxand Twp. Sch. Dist. #12	4286	548	3220	542	0	554	11	553	**
Royal Oak Sch. Dist.	9106	16	8557	10	59655	9	7434	36	20
Rudyard Area Schs.	5195	486	4815	445	37572	434	1289	342	23
Saginaw Sch. Dist.	7346	68	6578	76	47446	134	13545	12	25
Saginaw Twp. Comm. Sch.	5582	350	5234	290	52832	44	4907	72	25
Saline Area Sch. Dist.	6199	184	5765	155	54199	34	4084	95	23
Sand Creek Comm. Schs.	5868	243	5429	226	43913	228	943	411	20
Sandusky Comm. Sch. Dist.	5183	491	4969	392	42205	296	1505	314	22
Saranac Comm. Schs.	4981	524	4753	463	42039	303	1272	347	23
Saugatuck Pub. Schs.	7573	50	6612	71	42386	288	697	451	18
Sault Ste Marie Area Schs.	5760	276	5343	253	36681	454	3128	137	22
Schoolcraft Comm. Schs.	5473	389	5021	371	36795	448	1091	380	20
Shelby Pub. Schs.	6074	205	4811	446	43282	257	1895	252	25
Shepherd Pub. Sch. Dist.	5783	272	5219	296	43891	230	1901	250	21
Sigel Twp. Sch. Dist. 3F	4300	546	2608	548	21240	548	29	546	10
Sigel Twp. Sch. Dist. 6	5980	218	3523	539	28350	540	16	550	13
Sigel Twp. Sch. Dist. 4F	4810	534	3755	537	26462	543	14	551	14
Sodus Twp. Sch. Dist. 5	4268	549	2827	546	37687	431	89	530	22
South Haven Pub. Schs.	5299	452	4861	428	38241	417	2784	163	24
South Lake Schs.	7903	34	6705	64	51271	61	2320	213	24
South Lyon Comm. Schs.	5568	356	5135	335	48451	112	5007	69	26
South Redford Sch. Dist.	6706	110	6329	93	49324	95	3404	121	23
Southfield Pub. Sch. Dist.	9701	8	9539	4	64373	2	9235	28	19
Southgate Comm. Sch. Dist.	6227	178	5913	132	51137	64	4446	86	25
Sparta Area Schs.	5245	473	4778	456	46117	158	3484	116	22
Spring Lake Pub. Schs.	5808	261	5263	279	42601	276	2004	242	22
Springport Pub. Schs.	5395	424	5000	378	39964	372	1080	381	22
St Charles Comm. Schs.	5622	333	5319	261	42481	282	1284	343	21
St Ignace Area Schs.	6092	201	5709	169	34508	496	839	429	19
St Johns Pub. Schs.	5676	319	5354	249	43505	249	3330	126	23
St Joseph Pub. Schs.	6030	211	5603	187	44056	226	2671	177	19
St Louis Pub. Schs.	6044	210	5163	324	45775	165	1496	316	25
Standish Sterling Comm. Sch. Dist.	5171	494	4393	515	44549	202	2198	226	26
Stanton Twp. Pub. Schs.	4247	550	3170	544	35586	477	307	509	19
Stephenson Area Pub. Schs.	5218	479	4508	502	35415	482	1091	379	22
Stockbridge Comm. Schs.	5730	295	5157	327	42675	275	1784	268	24
Sturgis Pub. Schs.	5479	409	4826	440	41882	306	3061	141	22
Summerfield Sch. Dist.	5276	459	4850	431	42375	289	903	417	21
Superior Central Schs.	6585	127	5918	129	32930	513	447	489	19
Suttons Bay Pub. Sch. Dist.	5260	463	5170	351	39031	402	1001	401	20

District Name	Total revenue per pupil	Rank	Current operating expenditure per pupil	Rank	Average salary per teacher	Rank	State aid members	Rank	Pupil/ teacher ratio
Swan Valley Sch. Dist.	5530	370	5079	349	39376	393	1671	281	20
Swartz Creek Comm. Schs.	5646	327	5608	186	49441	92	4187	92	21
Tahquamenon Area Schs.	5411	415	5054	355	39357	394	1276	345	22
Tawas Area Schs.	5013	517	4493	506	42155	298	1795	264	24
Taylor Sch. Dist.	6913	96	6581	74	50679	72	11742	19	24
Tecumseh Pub. Schs.	5632	332	4881	419	49262	97	3122	138	26
Tekonsha Comm. Schs.	7552	54	5389	236	33533	508	447	488	15
Thornapple Kellogg Sch. Dist.	5709	307	5193	310	44057	225	2587	186	22
Three Rivers Comm. Schs.	5728	297	5357	247	41030	338	2966	147	22
Traverse City Area Pub. Schs.	5536	368	5088	347	40037	370	11123	21	22
Trenton Pub. Schs.	7646	45	6930	51	59850	8	3180	132	21
Tri County Area Schs.	5094	506	4641	483	44092	222	2168	228	24
Troy Sch. Dist.	8257	25	7414	27	64160	3	12291	16	21
Ubly Comm. Schs.	4769	538	4241	526	40200	367	940	412	24
Union City Comm. Sch. Dist.	6209	181	4829	439	43795	234	1386	330	22
Unionville Sebewaing Area Sch. Dist.	5548	366	5151	329	41446	326	937	413	22
Utica Comm. Schs.	6210	180	5859	140	56228	25	25226	4	24
Van Buren Pub. Schs.	6443	145	6265	99	50873	67	6097	50	24
Van Dyke Pub. Schs.	7665	44	6721	62	46427	150	4517	84	23
Vanderbilt Area Sch.	5867	244	4999	380	32500	516	333	504	20
Vandercook Lake Pub. Schs.	5227	477	4655	480	44583	199	995	403	24
Vassar Pub. Schs.	5574	352	5100	344	37228	439	1885	255	21
Verona Twp. Sch. Dist. 1F	3845	553	2399	550	34000	503	32	544	21
Vestaburg Comm. Schs.	5351	433	4843	435	36168	465	757	441	20
Vicksburg Comm. Schs.	5354	431	5142	333	36955	444	2636	180	22
Wakefield Twp. Sch. Dist.	5837	252	5303	266	0	552	440	491	**
Waldron Area Schs.	5878	239	5493	211	34901	488	481	485	20
Walkerville Rural Comm. Sch. Dist.	5043	512	4061	533	36092	470	513	477	23
Walled Lake Cons. Sch. Dist.	7741	43	7343	33	51657	54	12245	17	21
Warren Cons. Schs.	8679	20	8026	18	61617	5	13877	11	24
Warren Woods Pub. Schs.	7252	75	6879	54	49889	86	2804	159	23
Waterford Sch. Dist.	6440	146	6272	98	49174	98	11109	22	24
Watersmeet Twp. Sch. Dist.	10887	3	8128	16	40438	361	207	519	13
Watervliet Sch. Dist.	5582	351	5038	363	36147	466	1309	340	20
Waverly Comm. Schs.	8016	33	7754	22	49623	89	3248	129	19
Wayland Union Schs.	5301	451	4916	407	36614	455	3035	143	22
Wayne-Westland Comm. Sch. Dist.	6671	119	6078	111	48320	115	15221	9	24
Webberville Comm. Schs.	5715	303	5597	190	45969	162	822	432	24
Wells Twp. Sch. Dist.	6190	186	5829	143	31328	524	67	536	12
West Bloomfield Sch. Dist.	7499	59	7366	31	56152	26	5790	55	20
West Branch-Rose City Area Schs.	5272	462	4823	441	36833	446	2934	151	23
West Iron County Sch. Dist.	6306	164	5550	198	32728	515	1514	311	20
West Ottawa Pub. Sch. Dist.	5658	326	5335	255	42570	277	6223	48	22
Western Sch. Dist.	6265	170	5248	286	42829	272	2380	199	23
Westwood Comm. Schs.	7209	79	6378	88	56942	17	2293	214	25
Westwood Heights Sch. Dist.	6577	129	5959	126	41083	335	1182	367	22
White Cloud Pub. Schs.	5729	296	5191	312	40669	353	1606	299	22
White Pigeon Comm. Sch. Dist.	5000	522	4538	497	31551	521	1181	368	20
White Pine Sch. Dist.	7843	37	7052	46	36296	461	192	520	14
Whitefish Schs.	10573	5	8695	8	29570	534	82	531	11
Whiteford Agric. Sch. Dist.	5834	253	4991	387	43403	254	764	440	21
Whitehall Sch. Dist.	6240	174	5189	315	41610	321	2126	231	22
Whitmore Lake Pub. Sch. Dist.	5858	247	5896	136	43460	251	1207	359	23
Whitesmore Prescott Area Sch. Dist.	5566	359	4950	396	36988	442	1536	307	24
Williamston Comm. Schs.	5826	257	5656	178	44908	189	1794	265	22
Willow Run Comm. Schs.	7281	71	7071	43	43558	247	3608	110	22
Wolverine Comm. Sch. Dist.	5522	372	4908	410	32999	512	382	499	19
Woodhaven Sch. Dist.	6460	144	6147	107	56229	24	4645	80	23
Wyandotte Sch. Dist.	5384	426	5406	231	57761	13	4863	73	26
Wyoming Pub. Schs.	6523	135	5811	145	49940	84	6141	49	22
Yale Pub. Schs.	5430	408	5005	375	43905	229	2004	241	24
Ypsilanti Sch. Dist.	7371	64	6998	49	56640	21	4989	70	25
Zeeland Pub. Schs.	5512	375	4972	391	41801	310	3976	100	22

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Endnotes

[1] Margaret O'Connor, "The Price We Pay for Government Work," *Viewpoint on Public Issues* No. 95-35, December 4, 1995, Mackinac Center for Public Policy.
[2] William G. Keane, *Win Win or Else: Collective Bargaining in An Age of Public Discontent*, (Thousand Oaks, CA: Corwin Press, Inc., 1996), p 4.
[3] James D. Koerner, *Who Controls American Education?* (Boston: Beacon Press, 1968), pp 36-37.
[4] 1947 PA 336, MCL 423.201, *et. seq.*; MSA 17.455(1), *et seq.*
[5] OAG, 1947-48, No 29, p 170; OAG, 1947-48, No 496, p 380; OAG, 1951-52, No 1368, p 205.
[6] 1947 PA 336, MCL 423.201, 211 as amended provides: "Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer: Provided, That any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment."
[7] MCL 423.204 Repealed by 1965 PA 379, § 2.
[8] Charles M. Rehmus and Evan Wilner, *The Economic Results of Teacher Bargaining: Michigan's First Two Years* (Institute of Labor and Industrial Relations, University of Michigan), no. 6 of The Research Papers, 1968, p 2.
[9] Koerner, n 3 *supra*, p 36.
[10] *Id.*
[11] Rehmus, n 8 *supra*, pp 3-4.
[12] *Id.*
[13] *Id.*, pp 11-16.
[14] HB 5128, House Legislative Analysis.
[15] *Michigan State AFL-CIO* v *Michigan Employment Relations Comm*, Wayne Co. Circuit Court no. 94-420562-CL, 1995.
[16] *Michigan State AFL-CIO* v *Michigan Employment Relations Comm*, *Michigan Educ Ass'n* v *Governor*, 453 Mich 362; 551 NW2d 165 (1995).
[17] Mike Thompson, "Deal-hammering time arrives in Saginaw," *The Saginaw News*, February 9, 1998, p A1.
[18] *Detroit Police Officers Ass'n* v *Detroit*, 391 Mich 44; 214 NW2d 803 (1974).
[19] *Amalgamated Transit Union, Local 1564, AFL-CIO* v *Southeastern Michigan Transportation Authority*, 437 Mich 441; 473 NW2d 249 (1991).
[20] *Detroit Police Officers Ass'n*, n 18 *supra*.
[21] *Detroit Police Officers Ass'n*, n 18 *supra*, p 55; *Van Buren Pub School Dist* v *Wayne Circuit Judge*, 61 Mich App 6; 232 NW2d 278 (1975).
[22] *Central Michigan Univ Faculty Ass'n* v *Central Michigan Univ*, 404 Mich 268; 273 NW2d 21 (1978).
[23] *Id.*
[24] *City of Saginaw*, 1982 MERC Lab Op 727; *City of Ishpeming*, 1995 MERC Lab Op 687.
[25] *Genesee Co*, 1992 MERC Lab Op 295.
[26] *Kent Co Educ Ass'n* v *Cedar Springs Pub Schools*, 157 Mich App 59; 403 NW2d 494 (1987).
[27] *North Dearborn Heights*, 1966 MERC Lab Op 434.
[28] *West Ottawa Educ Ass'n* v *West Ottawa Pub Schools Bd of Educ*, 126 Mich App 306; 337 NW2d 533 (1983).
[29] *Id.*
[30] *Taylor Federation of Teachers* v *Taylor School Dist Bd of Educ*, 75 Mich App 476; 255 NW2d 651 (1977).

[31] *St. Joseph Pub Schools*, 1985 MERC Lab Op 454.
[32] *Woodhaven School Dist*, 1982 MERC Lab Op 1540.
[33] *Spring Lake Pub Schools*, 1988 MERC Lab Op 362.
[34] *Garden City Pub Schools*, 91 MERC Lab Op 588 (1982).
[35] *First National Maintenance Corp* v *NLRB*, 452 US 666, 678; 101 S Ct 2573; 69 L Ed2d 318 (1981).
[36] *Id.*
[37] *Westwood Community Schools*, 1972 MERC Lab Op 313.
[38] *Central Michigan Univ Faculty Ass'n*, n 22 *supra* pp 280-83.
[39] *West Ottawa Educ Ass'n*, n 29 *supra*.
[40] *Bay City Educ Ass'n* v *Bay City Pub Schools*, 430 Mich 370; 422 NW2d 504 (1988) lv den 432 Mich 853.
[41] *Bullock Creek School Dist of Midland Co*, 1970 MERC Lab Op 112.
[42] *Bd of Educ of the School Dist of the City of Detroit*, 1974 MERC Lab Op 813.
[43] *Portland Pub Schools*, 1977 MERC Lab Op 1123.
[44] John Pagen, "Michigan Learned These Seven Bargaining Lessons—the Hard Way," *American School Board Journal*, August 1975, p 37.
[45] Diane Divoke, "Teachers, Covet Your Policy Power," *American School Board Journal*, June 1979, pp 30-31.
[46] MCL 380.1202a; MSA 15.41202(1).
[47] *Wayne Co Civil Service Comm*, 1975 MERC Lab Op 1000.
[48] *Detroit Police Officers Ass'n*, n 18 *supra*, pp 54-55.
[49] *Male v Grand Rapids Educ Ass'n*, 98 Mich App 742; 295 NW2d 918 (1980).
[50] 1994 PA 112, § 215 (3) and (4), MCL 423.215 (3) and (4).
[51] Robert C. O'Reilly, "Things a Board Ought Never Bargain," presented at the Annual Meeting of the National School Boards Association, 1983, p 2, "The discussion of an expanded bargaining concept for education has been offered only to demonstrate that school boards are so bounded by a short range view, and school administrators so unaware of some larger perspectives of labor relations, that boards are operationally wedded to a system that may not produce the best service in that school community for the money spent."
[52] Whittemore-Prescott Public School Master Contract, 1994-1997, p 1 provides, "As American culture becomes more urban and school systems grow in size, it is necessary that educational groups rather than individuals express conditions of employment."
[53] Ronald R. Booth, "Collective Bargaining and the School Board Member: A Practical Perspective for the 1990s," Illinois Association of School Boards, 1993, pp 11-12.
[54] *Id.*
[55] Reported by Myron Lieberman, unpublished manuscript, Education Policy Institute, September 26, 1996.
[56] Thompson, n 17 *supra*.
[57] Albert Shanker, "Al Shanker Speaks on Unions and Collective Bargaining," *Education Week*, May 14, 1997, pp 35-36.
[58] Damon Darlin, "To whom do our schools belong?" *Forbes*, September 23, 1996, p 66.
[59] Shanker, n 57 *supra*, p 36.
[60] Kathleen Harward, *Market-Based Education: A New Model for Schools*, (Fairfax, VA: Center for Market Processes, 1995), pp 23-29.
[61] 1976 PA 451, § 1102, MCL 380.1102; MSA 15.41102.
[62] Booth, n 53 *supra*, p 15.
[63] Quoted in Sol Stern, "How Teachers' Unions Handcuff Schools," *City Journal*, Manhattan Institute, Spring 1997, p 35.
[64] Shanker, n 57 *supra*, pp 35.
[65] A nonscientific survey of variously sized school districts across the state was conducted by the author, showing that salaries and benefits of all employees consumed an average of 82% of total school budgets.
[66] O'Reilly, n 51 *supra*, p 2.
[67] Keane, n 1 *supra*, p 25.
[68] Telephone interview with the president of the Frankenmuth Teachers' Professional Organization,

February 25, 1998.
[69] Thompson, n 17 *supra*.
[70] MCL 423.215 (2).
[71] *City of Saginaw*, 1990 MERC Lab Op 755.
[72] Morley Stanwood Community Schools, Master Contract, 1997-2000, p 2.
[73] *City of Westland*, 1987 MERC Lab Op 793.
[74] *Comstock Park Pub Schools*, 1987 MERC Lab Op 267.
[75] This sample clause is a composite of good management rights clauses found in several existing contracts, including the Fowler Public School Master Agreement, 1997-2000; Baldwin Community Schools Master Agreement, 1997-2000; and Ida Public Schools Master Agreement, 1996-1999.
[76] MCL 423.211.
[77] "Forced Unionism is Shutting Down American Education," National Right to Work Committee.
[78] MCL 423.210 (1) provides that, "nothing in this act or in any law of this state *shall preclude* a public employer from making an agreement with an exclusive bargaining representative . . . to require as a condition of employment that all employees in the bargaining unit pay . . . a service fee equivalent to the amount of dues uniformly required of members . . . ." Subsection 2 further provides that, "*if such requirement is negotiated* . . . all employees of the bargaining unit shall share fairly in the financial support" of paying the service fee. (Emphases added.)
[79] Stern, n 63 *supra*, p 40.
[80] Caroline M. Hoxby, "How Teachers' Unions Affect Education Production," *The Quarterly Journal of Economics*, August 1996, p 671.
[81] *Id.*, pp 701-12.
[82] *See, e.g.*, Pennfield Public Schools Master Agreement, August 20, 1996, art II, p 1.
[83] *Abood v Detroit Bd of Educ*, 431 U.S. 209, 234; 97 S Ct 1782, 1799; 52 L Ed2d 261, 283-84 (1977).
[84] *Chicago Teachers Union, Local No. 1* v *Hudson*, 475 US 292, 309-310; 106 S Ct 1066, 1077-78; 89 L Ed2d 232, 238-39 (1986).
[85] US Sup. Ct., no. 97-428, May 1998.
[86] *See, e.g.*, New Buffalo Public Schools Agreement, 1997-1999 p 7.
[87] *See, e.g.*, North Muskegon Public Schools Master Agreement, August 16, 1994, p 67.
[88] *Ann Arbor Bd of Educ* v *Abrahams*, 202 Mich App 121; 507 NW2d 802 (1993). *See also Internet URL* http://www.mackinac.org/mea/xi.htm.
[89] *Grief Brothers Cooperage Corp*, 42 LA 555 (1964).
[90] Bob Chase, "Running on Empty: Why Our New Unions Must Put Teacher Quality First," *Education Week*, January 21, 1998, p 14.
[91] Stern, n 63 *supra*, p 41.
[92] MCL 38.101, *et. seq.*; MSA 15.2001 *et seq.*
[93] *See, e.g.*, Deckerville EA Contract, 1997-2000, p 28.
[94] 1997-98 NEA Resolutions F-9.
[95] 1997-98 NEA Resolutions F-8.
[96] Saginaw Public School Master Agreement, 1995-1998, Appendix A, p 70.
[97] 1995 PA 289, § 1, MCL 380.1250.
[98] Shanker, n 57 *supra*, p 37.
[99] See n 65.
[100] DRM Stakor & Associates, Inc., school district strategic planning documents, 1990-1997.
[101] Frank Webster, "Teachers Deserve Good Benefits; School Deserve to Know What They Cost," *Viewpoint on Public Issues* No. 98-20, July 6, 1998, Mackinac Center for Public Policy.
[102] Matthew Robinson, "Across the Table from Unions," *Investor's Business Daily*, March 19, 1998, p 1A.
[103] Andrew P. Bockelman and Joseph P. Overton, *Michigan Education Special Services Association: The MEA's Money Machine* (Mackinac Center for Public Policy, 1993), available on Internet at http://www.mackinac.org/studies/9310messa/index.htm.
[104] See n 101.
[105] As reported in Rehmus, n 8 *supra*, p 10.

[106] *Id.*, p 19.
[107] Chester E. Finn and Michael J. Petrilli, "The Elixir of Class Size," *The Weekly Standard*, March 9, 1998, p 16.
[108] *Id.*
[109] *Id.*
[110] *Abood*, n 83 *supra*.
[111] *Id.*, pp 209, 234.
[112] *Hudson*, n 84 *supra*.
[113] 500 US 507; 111 S Ct 1950; 114 L Ed2d 572 (1991).
[114] 124 F3rd 788 (CA 6 1997).
[115] U.S. Sup. Ct., No 97-1056 (pending review).
[116] U.S. Sup. Ct., No 97-428, May 1998.
[117] U.S.D.C., E. D. of Mich, File No 92-CV-10443-BC.
[118] *Weaver* v *Univ of Cincinnati*, 970 F2d 1523 (CA 6 1992).
[119] *Id.*, p 1538.
[120] See n 101.
[121] A list of the school districts that correspond to these figures may be obtained from the author.
[122] See n 121.

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